

EXHIBIT A
CNX-produced Contract

REVISED 06.8.2018

THIS AGREEMENT SUPERSEDES THE TERMS AND CONDITIONS OF THE GENERAL TERMS AND CONDITIONS AGREEMENT FOR ELECTRONIC COMMERCE.

IF YOU HAVE RECEIVED THIS THROUGH HUBWO, THIS PURCHASE ORDER MAY ONLY BE ACCEPTED BY THE VENDOR SAVING AND SENDING THIS PURCHASE ORDER THROUGH HUBWO WITHOUT CHANGES TO THE PURCHASER. PERFORMANCE SHALL NOT CONSTITUTE ACCEPTANCE OF THE PURCHASE ORDER. INVOICES ISSUED TO THIS PURCHASE ORDER WILL NOT BE PAID UNLESS CONFIRMATION OF ACCEPTANCE IS PROVIDED BY VENDOR TO PURCHASER AS PROVIDED IN THIS PARAGRAPH. IN THE EVENT OF ANY CONFLICT BETWEEN THIS ITEM TEXT AND ANY OTHER CONTRACT DOCUMENT OR PROVISION, THIS ITEM TEXT SHALL CONTROL. PLEASE SEND ALL INVOICE BACK-UP DOCUMENTATION (E.G. TIMESHEETS AND PODS) TO <Carissa Hansen> AT <CarissaHansen@CNX.com>.

IF YOU RECEIVE THIS CONTRACT THROUGH EMAIL, AND NOT THROUGH CNX'S HUBWO SYSTEM, YOU ARE REQUESTED TO REPLY TO THIS EMAIL TO CONFIRM ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE ATTACHED PURCHASE ORDER OR CHANGE NOTICE. IF YOU DO NOT CONFIRM ACCEPTANCE OF THE TERMS AND CONDITIONS BY REPLYING TO THIS EMAIL BUT YOU INITIATE PERFORMANCE OF THE PURCHASE ORDER OR CHANGE NOTICE, YOUR PERFORMANCE WILL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS.

IF NOT REQUIRED BY CNX TO BE A MEMBER OF ISNETWORLD, PLEASE SUBMIT THE FOLLOWING VIA EMAIL TO GASVENDORS@CNX.COM:

1. VALID INSURANCE CERTIFICATE- THE CONTRACTOR SHALL FURNISH TO THE COMPANY A CERTIFICATE OF HIS GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, BLACK LUNG IF APPLICABLE, AND WORKMEN'S COMPENSATION INSURANCE COVERAGE, COVERING SERVICES IN THE STATE SPECIFIED UPON RECEIPT OF THE PURCHASE ORDER.

2. CONTRACTOR REGISTER INFORMATION- THE CONTRACTOR SHALL SEND THE FOLLOWING NUMBERS VIA EMAIL TO COMPLY WITH SAFETY INSPECTION REGULATIONS FOR EACH PURCHASE ORDER RECEIVED. INSTRUCTION BELOW:

SUBJECT OF EMAIL MUST INCLUDE: "PO NUMBER AND LOCATION OF JOB

(Name of Pad Site)"

- CONTRACTOR'S FEDERAL EMPLOYER I.D. NUMBER:
- CONTRACTOR'S I.D. NUMBERS (IF APPLICABLE):
- MSHA CONTRACTOR'S I.D. NUMBER:
- STATE CONTRACTOR'S LICENSE NUMBER:

PAD API NUMBER:

BOTH INSURANCE AND CONTRACTOR REGISTER INFORMATION CAN BE CNXIDATED IN ONE EMAIL, BUT THE SUBJECT MUST BE "PO NUMBER AND LOCATION OF JOB."
CONSTRUCTION AGREEMENT

MADE THIS 5TH DAY OF DECEMBER, A.D 2018

B E T W E E N

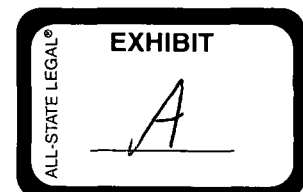
CNX MIDSTREAM DVCO I LP, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, HEREINAFTER CALLED "COMPANY"

A N D

APPLIED CONSTRUCTION SOLUTIONS INC, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WEST VIRGINIA, HEREINAFTER CALLED "CONTRACTOR"

WITNESSETH:

THAT THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND INTENDING TO BE LEGALLY BOUND HEREBY, COVENANT AND AGREE AS FOLLOWS:



ARTICLE 1. -- SCOPE OF THE WORK: CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MATERIAL, SUPPLIES, TOOLS, UTILITIES, TRANSPORTATION, PLANT, EQUIPMENT, FACILITIES, AND SERVICES NOT SPECIFICALLY REQUIRED IN THE CONTRACT DOCUMENTS TO BE FURNISHED BY COMPANY AND SHALL PERFORM AND COMPLETE ALL THE WORK FOR THE CONSTRUCTION AND COMPLETION OF:

ON LAND OF COMPANY SITUATE:

ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND TO THE SATISFACTION AND APPROVAL OF COMPANY.

ARTICLE 2. -- CONTRACT DOCUMENTS: THE FOLLOWING DOCUMENTS FORM THE AGREEMENT BETWEEN THE PARTIES AND ARE HEREIN REFERRED TO AS THE "CONTRACT DOCUMENTS": THE INVITATION TO BIDDERS, THE INSTRUCTIONS TO BIDDERS, THIS CONSTRUCTION AGREEMENT, THE GENERAL CONDITIONS, DRAWINGS AND SPECIFICATIONS, AND THE FOLLOWING:

Reference: ShareFile Bid: 0660 - 180925 - CNXM Morris Station Exp RFP

- (ACS) 0660 - 180925 - CNXM Morris Station Exp RFP
- REV1
- o Morris CS SOV_10032018 Rev2.xlsx
- o Clarification.pdf
- o ACS Revised Pricing - 11-26-18.pdf

BID DOCUMENTS:

- a) Invitation Letter CNXM Morris Station RFP
- b) CNX-MRX-10-0050_Redlined
- c) CNX-MRX-50-2000_DEMO
- d) CNX-MRX-50-3000_Redlined
- e) Morris Bid Presentation_10092018
- f) Morris CS RFP_10092018
- g) Morris CS SOV_10032018
- h) Bid Clarification_Piping Quantity_10302018
- i) Bid Timeline_10222018
- j) CNXM Morris RFP Questions_11012018
- k) CNXM Morris RFP Questions_11052018
- l) CNXM Station RFP Questions 20181024
- m) Morris CS RFP_10222018
- n) Morris Foundations in Question
- o) MORRIS EXP 2019 - PRELIM - 9-19-18.nwd
- p) CNX-MOR-60-3001-RC
- q) CNX-MOR-60-3002-R4B
- r) CNX-MOR-60-3003-RC
- s) CNX-MOR-60-3004-RC
- t) CNX-MOR-60-3008-RA
- u) CNX-MOR-60-3009-RA
- v) CNX-MOR-60-3010-RA
- w) CNX-MOR-60-LL05-RB
- x) CNX-MOR-60-LL06-RB
- y) CNX-MOR-60-LL07-RB
- z) CNX-MOR-60-LL08-RA
- aa) PIT.14.8885.12.T003
- bb) CNX-MOR-40-3000
- cc) CNX-MOR-40-3001
- dd) CNX-MOR-40-3002
- ee) CNX-MOR-40-3003
- ff) CNX-MOR-40-3004
- gg) CNX-MOR-40-3005
- hh) CNX-MOR-40-3006
- ii) CNX-MOR-40-3007
- jj) CNX-MOR-40-3008
- kk) CNX-MOR-40-3009
- ll) CNX-MOR-40-3010

mm) CNX-MOR-40-3011
nn) CNX-MOR-40-3012
oo) CNX-MOR-40-3013
pp) CNX-MOR-40-3014
qq) CNX-MOR-40-3015
rr) CNX-MOR-40-3016
ss) CNX-MOR-40-3017
tt) CNX-MOR-40-3018
uu) CNX-MOR-40-3019
vv) CNX-MOR-40-3020
ww) CNX-MOR-40-3021
xx) CNX-MOR-40-3022
yy) CNX-MOR-40-3023
zz) CNX-MOR-40-3024
aaa) CNX-MOR-40-3025
bbb) CNX-MOR-40-3040
ccc) CNX-MOR-60-3031_Rev A
ddd) CNX-MOR-60-3032_Rev A
eee) CNX-MOR-60-3033_Rev A
fff) CNX-MOR-60-3034_Rev A
ggg) CNX-MOR-60-3035_Rev A
hhh) CNX-MOR-60-3036_Rev A
iii) CNX-MOR-60-3037_Rev A
jjj) CNX-MOR-60-3037_Rev A
kkk) CNX-MOR-60-3051_Rev B
lll) CNX-MOR-60-3052_Rev B
mmm) CNX-MOR-60-3053_Rev B
nnn) CNX-MOR-60-3054_Rev B
ooo) CNX-MOR-60-3055_Rev B
ppp) CNX-MOR-60-3056_Rev B
qqq) CNX-MOR-60-3057_Rev A
rrr) CNX-MOR-60-3058_Rev A
sss) CNX-MOR-60-3059_Rev B
ttt) CNX-MOR-60-3060_Rev A
uuu) CNX-MOR-60-3061_Rev A
vvv) CNX-MOR-60-3062_Rev A
www) CNX-MOR-60-3070_Rev A
xxx) CNX-MOR-60-3071_Rev A
yyy) CNX-MOR-60-3072_Rev A
zzz) CNX-MOR-60-3073_Rev A
aaaa) CNX-MOR-60-3074_Rev A
bbbb) CNX-MOR-60-3075_Rev A
cccc) CNX-MOR-60-3076_Rev A
dddd) CNX-MOR-60-3077_Rev A
eeee) PIT.14.8885.12.T004
ffff) CNX-MOR-50-3000-RB
gggg) CNX-MOR-50-3001-RB
hhhh) CNX-MOR-50-3002-RB
iiii) CNX-MOR-50-3003-RB
jjjj) CNX-MOR-50-3004-RB
kkkk) CNX-MOR-50-3005-RB
llll) CNX-MOR-50-3006-RB
mmmm) CNX-MOR-50-3007-RB
nnnn) CNX-MOR-50-3008-RB
oooo) CNX-MOR-50-3009-RB
pppp) CNX-MOR-50-3010-RB
qqqq) CNX-MOR-50-3010-RB
rrrr) CNX-MOR-50-3011-RB
ssss) CNX-MOR-50-3012-RB
tttt) CNX-MOR-50-3013-RA
uuuu) CNX-MOR-50-3014-RA
vvvv) CNX-MOR-50-3015-RA
wwww) CNX-MOR-50-3016-RA

xxxx) CNX-MOR-50-3017-RA
 yyyy) CNX-MOR-50-3018-RA
 zzzz) CNX-MOR-50-3019-RA
 aaaaa) CNX-MOR-50-3020-RA
 bbbbb) CNX-MOR-50-3021-RA
 ccccc) CNX-MOR-50-3022-RA
 ddddd) CNX-MOR-50-3023-RA
 eeeee) CNX-MOR-50-3024-RA
 fffff) CNX-MOR-50-3025-RA
 ggggg) CNX-MOR-50-3026-RA
 hhhhh) CNX-MOR-50-3027-RA
 iiii) MORRIS EXP 2019 - PRELIM - 10-29-18
 jjjjj) MORRIS P&IDs HIGHLIGHTED SET 10-26-18
 kkkkk) PIT.14.8885.12.T005
 lllll) CNX-MOR-40-CivilCombined_11132018
 mmmmm) Bill of Materials-2018-11-15 - NO CONTROL VALVES
 nnnnn) CNX-MOR-50-PipingCombined_11152018
 ooooo) CNX-MOR-60-Electrical_11152018
 ppppp) CNX-MOR-70-IC_11152018
 qqqqq) Morris Equipment Delivery_11152018
 rrrrr) PID Cause Effect Morris 2019_Expansion
 sssss) 1659-B-GA-18-B
 ttttt) 1666-B-GA-18-A PRELIMINARY
 uuuuu) 1668-B-GA-18-0
 vvvvv) B-129348 R0
 wwwww) D-129346 R2
 xxxxx) B-129461 R0
 yyyyy) D-129459 R0
 zzzzz) 18-10253-01-0-00 Rev. 2
 aaaaaa) 18-10253-01-0-32 Rev. 1
 bbbbbb) 18-10253-01-0-70 Rev. 1
 ccccc) 18-10253-01-0-71 Rev. 2
 ddddd) 18-10253-01-0-71 Rev_1
 eeeee) 403669-GA Rev C
 fffff) CNX Gas Submittal
 gggggg) eds-1063
 hhhhhh) epa-1097
 iiiiii) nl8d573epa
 jjjjjj) 72HS5 Model_R2
 kkkkkk) 940004-r2 General Arrangment AB 200 Standard Combustion Flare
 llllll) T400-83 SHEET 1 OF 3 CNX MIDSTREAM
 mmmmmm) T400-83 SHEET 2 OF 3 CNX MIDSTREAM
 nnnnnn) T400-83 SHEET 3 OF 3 CNX MIDSTREAM
 oooooo) T450-01 SHEET 1 OF 3 CNX MIDSTREAM
 pppppp) T450-01 SHEET 2 OF 3 CNX MIDSTREAM
 qqqqqq) T450-01 SHEET 3 OF 3 CNX MIDSTREAM

TOGETHER WITH ALL PRINTS, DOCUMENTS, AND PAPERS REFERRED TO IN ANY OF THE FOREGOING, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE THERETO AS FULLY AS THOUGH SET FORTH IN

THIS CONSTRUCTION AGREEMENT. THE PROVISIONS OF THIS CONSTRUCTION AGREEMENT SUPERSEDE ALL INCONSISTENT PROVISIONS OF OTHER CONTRACT DOCUMENTS, AND THE PARTICULAR PROVISIONS OF OTHER CONTRACT DOCUMENTS SUPERSEDE ALL INCONSISTENT PROVISIONS CONTAINED IN GENERAL SPECIFICATIONS OR CONDITIONS INCORPORATED BY REFERENCE. THE CONTRACT DOCUMENTS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL NOT BE MODIFIED, CHANGED, OR AMENDED EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY COMPANY AND CONTRACTOR, AND CONSENTED TO BY THE SURETY OR SURETIES ON ALL BONDS PROVIDED IN CONNECTION HEREWITH, IF ANY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT OR AFFECT THE RIGHT TO MAKE CHANGES OR VARIATIONS IN THE WORK AS PERMITTED IN THE CONTRACT DOCUMENTS.

CONTRACTOR SHALL FURNISH, FOR COMPANY'S APPROVAL, NECESSARY GENERAL FACILITY ARRANGEMENT AND CONSTRUCTION DETAIL DRAWINGS WHICH SHALL BECOME PART OF THE CONTRACT DOCUMENTS. DEVIATION FROM CONTRACT DOCUMENTS WILL BE MADE ONLY WITH COMPANY'S WRITTEN APPROVAL; AND, EXCEPT IN EMERGENCY SITUATIONS WHERE THERE IS AN IMMEDIATE THREAT OF INJURY OR SERIOUS DAMAGE TO PERSONS OR PROPERTY, NO WORK SHALL BE PERFORMED ON ANY SUCH DEVIATIONS INVOLVING EITHER A CREDIT OR AN ADDITIONAL CHARGE TO COMPANY UNTIL THE AMOUNT OF SUCH CREDIT OR CHARGE HAS BEEN MUTUALLY AGREED UPON IN WRITING.

CONTRACTOR, SUBJECT TO THE WRITTEN APPROVAL OF COMPANY, SHALL HAVE THE RIGHT TO SUBSTITUTE EQUIPMENT OF EQUAL QUALITY AND PERFORMANCE IN PLACE OF THE MAKE SPECIFIED IN THE CONTRACT DOCUMENTS. UNLESS OTHERWISE SPECIFICALLY STATED IN WRITING, ANY APPROVAL REQUIRED TO BE GIVEN BY COMPANY PURSUANT TO THE CONTRACT DOCUMENTS IS REQUIRED IN ORDER TO GIVE COMPANY AN OPPORTUNITY TO CONSULT WITH CONTRACTOR. SUCH APPROVAL SHALL BE ADVISORY ONLY AND SHALL NOT BE BINDING UPON NOR RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR THE ENGINEERING OR FACILITIES DESCRIBED HEREIN.

ARTICLE 3. -- WORK SCHEDULE: UNDER NO CIRCUMSTANCES SHALL WORK BE STARTED OR MATERIALS DELIVERED TO THE PREMISES UNTIL (A) THE REQUIRED CERTIFICATES OF INSURANCE (AND BONDS, IF REQUIRED) HAVE BEEN DELIVERED TO COMPANY; AND (B) CONTRACTOR HAS FURNISHED COMPANY EVIDENCE TO THIS EFFECT. CONTRACTOR AGREES TO COMMENCE WORK HEREUNDER WITHIN SEVEN (7) DAYS AFTER EXECUTION OF THIS CONSTRUCTION AGREEMENT AND RECEIPT OF WRITTEN NOTICE FROM COMPANY TO PROCEED. CONTRACTOR SHALL SUBMIT TO COMPANY WITHIN SEVEN (7) DAYS FROM THE EXECUTION HEREOF AND ON A MONTHLY BASIS THEREAFTER A SCHEDULE, DESIGNED SUBJECT TO COMPANY'S APPROVAL, OF THE WORK. SPECIFICALLY THE WORK SHALL BE SCHEDULED TO CHART THE PROGRESS OF EACH PHASE ON A CALENDAR DAY BASIS AND ON A MANPOWER REQUIRED AND EXPENDED BASIS. CONTRACTOR SHALL PROMPTLY NOTIFY COMPANY OF ANY CHANGES IN ANY PHASE OF THE SCHEDULE. IN ANY EVENT, CONTRACTOR AGREES TO COMPLETE ALL OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND TO THE SATISFACTION AND APPROVAL OF COMPANY ON OR BEFORE NOVEMBER 1, 2019 OR SUCH OTHER DATE AS MAY BE ESTABLISHED BY SAID WRITTEN NOTICE TO PROCEED, SUBJECT TO THE LIMITATIONS AS SET FORTH IN SECTION 19 OF THE GENERAL CONDITIONS, TIME BEING OF THE ESSENCE.

ARTICLE 4. -- CONTRACT PRICE: COMPANY SHALL PAY CONTRACTOR, AND CONTRACTOR SHALL ACCEPT IN FULL PAYMENT AND CONSIDERATION FOR THE FULL PERFORMANCE OF CONTRACTOR'S OBLIGATIONS HEREUNDER, SUBJECT TO ANY ADDITIONS AND DEDUCTIONS PERMITTED BY THE CONTRACT DOCUMENTS, IN ACCORDANCE WITH THE UNIFORM BID SHEET SCHEDULES PLUS THE SUM OF: \$12,418,545.00; TWELVE MILLION FOUR HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS. ALL LUMP SUM AND UNIT PRICING IS FIRM THROUGH PROJECT COMPLETION.

CN1 6/28/2019: \$2,400,000

SEE EXHIBIT "A" FOR COST BREAKDOWN OF PROJECT SCOPE OF WORK.

PROGRESS PAYMENTS SHALL BE MADE FOR THE WORK COMPLETED IN EACH CALENDAR MONTH BASED UPON 90% OF THE VALUE THEREOF.

SUBJECT TO REASONABLE RETAINAGE HELD BY COMPANY TO SECURE COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE FINAL 10% SHALL BE PAID BY COMPANY TO CONTRACTOR WITHIN _____ THIRTY (30) _____ DAYS AFTER COMPANY'S DESIGNATED REPRESENTATIVES CERTIFY THAT THE WORK IS "SUBSTANTIALLY" COMPLETED TO THE SATISFACTION OF COMPANY.

PROGRESS PAYMENTS SHALL BE MADE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND UPON PROPER CERTIFICATION BY COMPANY'S DESIGNATED ENGINEER THAT SUCH PAYMENT IS DUE. EACH APPLICATION FOR A PROGRESS PAYMENT SHALL BE ACCOMPANIED BY A CONTINGENT LIEN WAIVER IN THE FORM OF EXHIBIT B-1 HERETO. UPON RECEIPT OF A PROGRESS PAYMENT CONTRACTOR SHALL PROVIDE TO COMPANY A NON-CONTINGENT LIEN WAIVER IN THE FORM OF EXHIBIT B-2 HERETO. UPON RECEIPT OF FINAL PAYMENT CONTRACTOR SHALL PROVIDE TO COMPANY A FINAL WAIVER OF LIEN IN THE FORM OF EXHIBIT B-3

HERETO. IF YOU HAVE RECEIVED THIS CONSTRUCTION AGREEMENT THRU HUBWO, ALL INVOICING MUST BE SUBMITTED THRU THE HUBWO SYSTEM. CONTRACTOR SHALL NOT BE ENTITLED TO ANY LOSS OF ANTICIPATED PROFITS IF THE QUANTITIES OF ANY ITEMS OR WORK ARE DECREASED OR ENTIRELY OMITTED. NEITHER THE MAKING OF PROGRESS PAYMENTS NOR ACCEPTANCE OF THE WORK AND FINAL PAYMENT SHALL RELIEVE CONTRACTOR OF ANY OBLIGATION IMPOSED ON CONTRACTOR BY THE CONTRACT DOCUMENTS. IN ADDITION TO ITS OTHER REMEDIES, COMPANY IS AUTHORIZED TO DEDUCT OUT OF MONIES WHICH MAY BE DUE OR BECOME DUE TO CONTRACTOR UNDER CONTRACT DOCUMENTS, AS DAMAGES FOR NON-COMPLETION OF WORK WITHIN TIME STIPULATED FOR ITS COMPLETION, N/A DOLLARS PER DAY FOR EACH AND EVERY DAY TIME EMPLOYED ON SAID WORK MAY EXCEED TIME STATED IN THE CONTRACT DOCUMENTS FOR ITS COMPLETION, WHICH IN VIEW OF DIFFICULTIES OF ESTIMATING SUCH DAMAGES, THE PARTIES HEREBY AGREE UPON AS THE LIQUIDATED DAMAGES THAT COMPANY WILL SUFFER BY REASON OF SUCH DEFAULT AND NOT BY WAY OF PENALTY, AND TO RETAIN FROM TIME TO TIME OUT OF MONIES DUE CONTRACTOR HEREUNDER SUCH AMOUNTS AS MAY BE REASONABLY REQUIRED TO COMPENSATE COMPANY FOR ANY LOSS OR DAMAGES IT SUSTAINS OR MAY SUSTAIN BY REASON OF CONTRACTOR'S BREACH OF THIS CONSTRUCTION AGREEMENT OR BY REASON OF ANY OTHER CLAIMS COMPANY MAY HAVE AGAINST CONTRACTOR.

ARTICLE 5. -- QUALITY OF MATERIALS AND PERFORMANCE:
CONTRACTOR SHALL EMPLOY ONLY COMPETENT AND SKILLED WORKMEN CAPABLE OF PERFORMING THE DUTIES ASSIGNED TO THEM, SHALL PERFORM THE WORK AND FULFILL ALL ITS OBLIGATIONS UNDER THIS CONSTRUCTION AGREEMENT IN A GOOD AND WORKMANLIKE MANNER, SHALL USE THE HIGHEST DEGREE OF CARE WHICH IS COMPATIBLE WITH THE WORK TO BE PERFORMED, AND ACKNOWLEDGES THAT IT HAS INVESTIGATED THE SITE WHERE THE WORK IS TO BE DONE AND IS AWARE OF AND SATISFIED WITH ALL CONDITIONS EXISTING AT THE SITE. ALL MATERIALS USED SHALL BE THE BEST OF THEIR RESPECTIVE KIND AND THEIR APPLICATION SHALL BE ENTIRELY IN ACCORDANCE WITH STANDARD PRACTICE. WITHIN FIFTEEN (15) DAYS FROM EXECUTION HEREOF, CONTRACTOR SHALL SUBMIT TO COMPANY FOR COMPANY'S APPROVAL, A LIST OF ALL CONTRACTORS, SUBCONTRACTORS AND MATERIALMEN THAT WILL BE USED ON THIS WORK. ALL OF SAID WORK AND LABOR SHALL BE DONE AND PERFORMED IN THE BEST AND WORKMANLIKE MANNER IN STRICT AND ENTIRE CONFORMITY, IN EVERY RESPECT, WITH THE CONTRACT DOCUMENTS AND SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF COMPANY. IN CASE ANY OF SAID MATERIAL OR LABOR SHALL BE REJECTED BY COMPANY, AS DEFECTIVE OR UNSUITABLE, THEN THE REJECTED MATERIALS SHALL BE MOVED OFF THE SITE AND REPLACED WITH APPROVED MATERIALS, AND THE REJECTED LABOR SHALL BE DONE ANEW TO THE SATISFACTION AND APPROVAL OF COMPANY OR ITS AGENTS, AT THE COST AND EXPENSE OF CONTRACTOR. CONTRACTOR SHALL REMEDY WITHOUT COST TO COMPANY ANY AND ALL DEFECTS CAUSED BY DEFECTIVE OR INFERIOR MATERIALS OR WORKMANSHIP WHICH MAY DEVELOP WITHIN ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY COMPANY OF THE WORK PERFORMED HEREUNDER. THE FOREGOING SHALL NOT LIMIT THE PERIOD OF ANY ADDITIONAL WARRANTY, GUARANTY, OR OTHER UNDERTAKING ON THE PART OF CONTRACTOR, ANY SUBCONTRACTOR, SUPPLIER, OR MANUFACTURER WHETHER CONTAINED IN THESE CONTRACT DOCUMENTS OR NOT.

ARTICLE 6. -- LIENS: CONTRACTOR SHALL PROMPTLY PAY ITS SUBCONTRACTORS AND MATERIALMEN. CONTRACTOR SHALL PROVIDE ALL EVIDENCE OF PAYMENT UPON REQUEST OF COMPANY AND AS PROVIDED IN ARTICLE 4 HEREOF.

ARTICLE 7. -- COMPLIANCE WITH LAWS; INDEMNIFICATION:
CONTRACTOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, SHALL COMPLY WITH ALL LAWS, RULES, REGULATIONS, ORDERS, AND ORDINANCES OF FEDERAL, STATE, AND LOCAL GOVERNMENTS' OFFICES AND AUTHORITIES. CONTRACTOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS MUST COMPLY WITH THE INDEMNITY REQUIREMENTS ATTACHED TO THIS CONTRACT AS EXHIBIT D. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE BY ITS SUBCONTRACTORS WITH THE INDEMNITY REQUIREMENTS ATTACHED TO THIS CONTRACT AS EXHIBIT D.

SHOULD COMPANY RECEIVE PENALTIES, FINES, OR OTHER CHARGES RESULTING FROM VIOLATIONS OR ALLEGED VIOLATIONS OF LAWS, RULES, REGULATIONS, ORDERS, AND ORDINANCES OF FEDERAL, STATE, AND LOCAL GOVERNMENTS' OFFICES AND AUTHORITIES, WHICH RELATE TO WORK PERFORMED HEREUNDER BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, COMPANY SHALL PROMPTLY GIVE WRITTEN NOTICE TO CONTRACTOR WHO SHALL HAVE THE RIGHT TO PURSUE AN ADMINISTRATIVE REMEDY AT CONTRACTOR'S SOLE COST AND EXPENSE. CONTRACTOR AND COMPANY AGREE TO CONFER ON ANY SUCH ADMINISTRATIVE ACTION.

CONTRACTOR AT ITS COST SHALL APPLY PROMPTLY FOR THE ISSUANCE, TRANSFER, AND/OR RENEWAL OF ANY AND ALL PERMITS, BONDS, AND LICENSES REQUIRED FOR THE WORK TO BE PERFORMED HEREUNDER.

CONTRACTOR AGREES TO BE A MEMBER OF ISNETWORLD AND TO MEET ALL OF COMPANY'S INSURANCE (AS ADDRESSED IN EXHIBIT C) AND HEALTH/SAFETY REQUIREMENTS. THIS INCLUDES MAINTAINING A DASHBOARD GRADE OF "A" IN ISNETWORLD.

CONTRACTOR AGREES TO PROVIDE AND RECORD IN ISNETWORLD THE PREVIOUS MONTH'S MAN HOURS PER OSHA/MSHA STANDARDS FOR ALL CNX SITES BY THE 15TH DAY OF EACH MONTH.

ON ALL CNX GAS SITES WITHIN 150 FEET OF GAS CONTAINING FACILITIES, CONTRACTOR IS TO PROVIDE GAS MONITORING FOR OXYGEN, COMBUSTIBLE GAS, HYDROGEN SULFIDE, AND CARBON MONOXIDE. THIS CAN BE EITHER AREA OR PERSONAL MONITORING.

FOR ALL CNX GAS SITES, CONTRACT EMPLOYEES ENGAGED IN OIL AND GAS INDUSTRY WORK MUST HAVE OSHA 10 HOUR TRAINING OR A NATIONALLY RECOGNIZED EQUIVALENT (HAZWOPPER, SAFELAND, ETC.). PROOF OF TRAINING WILL BE REQUIRED PRIOR TO START OF WORK.

IN ORDER TO INSURE A SAFE WORK ENVIRONMENT, TO BE ABLE TO TIMELY REACT IN SAFETY EMERGENCIES, AND TO PROMOTE EFFECTIVE COMMUNICATION IN THE WORK PLACE, ALL EMPLOYEES OF CONTRACTOR AND ANY SUBCONTRACTORS WHO WILL PERFORM WORK ON COMPANY PROPERTY MUST BE ABLE TO READ, SPEAK AND UNDERSTAND WRITTEN AND ORAL DIRECTIONS IN THE ENGLISH LANGUAGE; PROVIDED THAT IF ANY EMPLOYEE OF A CONTRACTOR OR SUBCONTRACTOR IS NOT ABLE TO READ, SPEAK OR UNDERSTAND WRITTEN OR ORAL DIRECTIONS IN THE ENGLISH LANGUAGE, THE CONTRACTOR OR SUBCONTRACTOR IS REQUIRED TO HAVE ANOTHER EMPLOYEE WHO IS BI-LINGUAL (THAT IS, WHO READS, UNDERSTANDS AND SPEAKS ENGLISH AND WHO IS ABLE TO TRANSLATE AND GIVE DIRECTIONS IN TO THOSE EMPLOYEES WHO CANNOT READ, SPEAK OR UNDERSTAND WRITTEN OR ORAL DIRECTIONS IN THE ENGLISH LANGUAGE) PRESENT AT ALL TIMES THAT EMPLOYEES WHO NOT ARE ABLE TO READ, SPEAK AND UNDERSTAND WRITTEN AND ORAL DIRECTIONS IN THE ENGLISH LANGUAGE ARE PRESENT ON COMPANY PROPERTY.

ARTICLE 8. -- INDEPENDENT CONTRACTOR: STANDARD OF CARE: CONTRACTOR AGREES THAT IN THE PERFORMANCE OF THE WORK UNDER THE CONTRACT DOCUMENTS, IT SHALL ACT AS AN INDEPENDENT CONTRACTOR, AND ALL OF ITS AGENTS AND EMPLOYEES, AND THE AGENTS AND EMPLOYEES OF ITS SUBCONTRACTORS, SHALL BE SUBJECT SOLELY TO THE CONTROL, SUPERVISION, AND AUTHORITY OF CONTRACTOR OR ITS SUBCONTRACTORS -- THE RIGHT OF INSPECTION BEING RESERVED HEREIN BY COMPANY IS SOLELY TO DETERMINE WHETHER THE WORK IS DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND TO EVALUATE COMPLETED WORK IN CONNECTION WITH PAYMENTS.

ARTICLE 9. -- INSURANCE:

1. CONTRACTOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS MUST COMPLY WITH THE INSURANCE REQUIREMENTS ATTACHED TO THIS CONTRACT AS EXHIBIT C. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE BY ITS SUBCONTRACTORS WITH THE INSURANCE REQUIREMENTS ATTACHED TO THIS CONTRACT AS EXHIBIT C.

THE INSURANCE REQUIREMENTS IN EXHIBIT C ARE "MINIMUM" AND DO NOT

CONSTITUTE ANY RECOMMENDATION BY COMPANY REGARDING THE TYPES AND AMOUNTS OF INSURANCE COVERAGE ACTUALLY NEEDED BY THE CONTRACTOR AND ANY SUBCONTRACTOR TO PROTECT THEIR OWN INTERESTS. CONTRACTOR SHALL NOT COMMENCE WORK UNTIL INSURANCE CERTIFICATES EVIDENCING THE REQUIRED COVERAGE ARE SUBMITTED AND APPROVED BY COMPANY. INSURANCE CERTIFICATES MUST INCLUDE SPECIFIC COVERAGE FOR THE INDEMNITY CLAUSE (ARTICLE 7 - EXHIBIT D, HEREOF) AND CONTAIN AN UNDERTAKING BY THE INSURER NOT TO CANCEL OR MODIFY SUCH POLICIES WITHOUT FIRST GIVING AT LEAST THIRTY(30) DAYS' PRIOR WRITTEN NOTICE TO COMPANY.

2. BUILDER'S RISK INSURANCE: IF REQUIRED BY COMPANY, DURING THE PERIOD THAT WORK IS CARRIED ON HEREUNDER, CONTRACTOR SHALL ASSUME THE RISKS NORMALLY COVERED BY BUILDER'S RISK INSURANCE IN "ALL RISK" FORM, SUBJECT TO THE USUAL SPECIFIC EXCLUSIONS WHICH APPLY TO SUCH "ALL RISK" PROPERTY DAMAGE INSURANCE. SAID ASSUMPTION OF RISK SHALL APPLY TO COMPLETED WORK, WORK IN PROGRESS, AND MATERIALS STORED ON THE PREMISES WHICH ARE TO BE INCORPORATED INTO THE COMPLETED WORK. SAID ASSUMPTION OF RISK SHALL NOT APPLY TO ANY EQUIPMENT, SUPPLIES, AND MATERIALS OWNED BY CONTRACTOR, ANY SUBCONTRACTOR, OR ANY OTHER PERSON OR COMPANY EXCEPT FOR SUCH EQUIPMENT, SUPPLIES, AND MATERIALS WHICH ARE TO BE INCORPORATED INTO THE COMPLETED WORK. SAID ASSUMPTION OF RISK SHALL APPLY TO ALL BUILDER'S RISK-TYPE LOSSES.

ARTICLE 10. -- CHANGES IN THE WORK: COMPANY, WITHOUT INVALIDATING THE CONSTRUCTION AGREEMENT, MAY ORDER EXTRA WORK OR MAKE CHANGES BY ALTERING, ADDING TO, OR DEDUCTING FROM THE WORK. SUCH CHANGES SHALL BE EXECUTED UNDER THE CONDITIONS OF THE ORIGINAL CONTRACT DOCUMENTS EXCEPT THAT ANY CLAIM FOR EXTENSION OF TIME CAUSED THEREBY SHALL BE ADJUSTED AT THE TIME OF ORDERING SUCH CHANGE. PRIOR TO THE PERFORMANCE OF ANY EXTRA WORK BY CONTRACTOR, COMPANY WILL DETERMINE WHICH OF THE METHODS OF PAYMENT DEFINED IN THE CONTRACT DOCUMENTS WILL BE APPLICABLE. EXTRA WORK IS ANY WORK PERFORMED WHICH IS BEYOND THE SCOPE OF THE WORK DEFINED IN THESE CONTRACT DOCUMENTS. EXCEPT IN ANY EMERGENCY ENDANGERING LIFE OR PROPERTY, NO EXTRA WORK OR CHANGE SHALL BE MADE UNLESS PURSUANT TO COMPANY'S WRITTEN PURCHASE OR CHANGE ORDER, AND NO CLAIM FOR AN ADDITION TO THE CONTRACT SUM SHALL BE VALID UNLESS SO ORDERED.

ARTICLE 11. -- COMPANY'S RIGHT TO TERMINATE:

11.1 FOR CAUSE - NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT DOCUMENTS TO THE CONTRARY, SHOULD CONTRACTOR, IN THE SOLE JUDGMENT OF COMPANY'S DESIGNATED ENGINEER, NEGLECT, REFUSE, OR BE UNABLE TO PROSECUTE THE WORK IN A PROPERLY EXPEDIENT AND WORKMANLIKE MANNER TO THE SATISFACTION OF COMPANY OR FAIL TO PERFORM ANY PROVISIONS OF THE CONTRACT DOCUMENTS AFTER SEVEN(7) DAYS WRITTEN NOTICE TO CONTRACTOR TO CORRECT THE SAME, OR SHOULD CONTRACTOR BECOME BANKRUPT OR INSOLVENT, THEN COMPANY MAY, AT ITS ELECTION AND WITHOUT PREJUDICE TO ANY OTHER REMEDY IT MAY HAVE, MAKE GOOD THE DEFICIENCIES AND DEDUCT THE COST THEREOF FROM THE PAYMENT THEN OR THEREAFTER DUE CONTRACTOR; AND IN ADDITION TO THE ABOVE, COMPANY MAY TERMINATE THIS CONSTRUCTION AGREEMENT, IN WHICH EVENT CONTRACTOR COVENANTS TO PEACEABLY VACATE THE PREMISES. FOR ANY OF THE FOREGOING PURPOSES, COMPANY MAY TAKE POSSESSION OF ANY OR ALL MATERIALS, TOOLS, AND EQUIPMENT AND DO THE WORK OR CAUSE THE WORK TO BE DONE BY SUCH MEANS AS IT SEES FIT, AND IF THE COST OF FINISHING THE WORK EXCEEDS THE CONTRACT PRICE (INCLUDING ANY ALTERNATES AND CHANGES), SUCH EXCESS SHALL BE PAID BY CONTRACTOR TO COMPANY; BUT IF SUCH EXPENSE IS LESS THAN SAID CONTRACT PRICE (INCLUDING ANY ALTERNATES AND CHANGES), COMPANY SHALL PAY THE DIFFERENCE TO CONTRACTOR.

11.2 AT THE CONVENIENCE OF COMPANY - COMPANY SHALL HAVE THE RIGHT TO TERMINATE CONTRACTOR'S PERFORMANCE OF THIS CONTRACT AT ANY TIME BY WRITTEN NOTICE TO CONTRACTOR. IN SUCH EVENT, CONTRACTOR SHALL BE ENTITLED TO FULL PAYMENT FOR WORK DONE IN COMPLIANCE WITH THE TERMS OF THIS CONTRACT UP TO THE TIME OF SUCH TERMINATION, PROVIDING EVIDENCE SATISFACTORY TO COMPANY IS SUBMITTED SHOWING COMPLIANCE WITH THE APPLICABLE PROVISIONS OF SECTION 5 HEREOF DEALING WITH PAYMENTS TO SUBCONTRACTORS AND MATERIAL MEN AND WAIVERS OF LIENS. SUBJECT TO SATISFACTORY SETTLEMENT WITH CONTRACTOR FOR WORK PERFORMED UP TO

THE DATE OF TERMINATION, COMPANY, WITH RESPECT TO THE WORK REMAINING TO BE DONE, SHALL ASSUME THE REASONABLE OBLIGATIONS WHICH CONTRACTOR HAD IN GOOD FAITH UNDERTAKEN HEREUNDER.

ARTICLE 12. -- COMPANY'S RIGHT TO AUDIT: COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE EXPENSE, TO AUDIT CONTRACTOR'S RECORDS INCLUDING ALL BOOKS, PAPERS, DOCUMENTS, AGREEMENTS, AND OTHER DATA THAT MAY IN COMPANY'S SOLE JUDGMENT HAVE ANY BEARING OR PERTAIN TO ANY BUSINESS CONDUCTED BETWEEN THE PARTIES EXCEPT AS CONCERNS CONTRACTOR'S PROFIT MARGIN ON MERCHANDISE OR SERVICES PURCHASED. CONTRACTOR SHALL COOPERATE FULLY IN FURNISHING ALL SUCH REQUESTED RECORDS. ALL AUDITS WILL BE CONDUCTED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

ARTICLE 13. -- NO ASSIGNMENT: CONTRACTOR SHALL NOT ASSIGN THIS CONSTRUCTION AGREEMENT NOR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF COMPANY AND NO MONIES DUE OR TO BECOME DUE HEREUNDER SHALL BE ASSIGNABLE WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY. IN THE EVENT AN ASSIGNMENT IS MADE WITH THE CONSENT OF COMPANY, CONTRACTOR SHALL NOT BE RELIEVED FROM THE RESPONSIBILITY HEREUNDER BUT SHALL REMAIN LIABLE IN THE SAME MANNER AS IF NO TRANSFER HAD BEEN MADE.

ARTICLE 14. -- DESIGNATED ENGINEER: COMPANY SHALL FROM TIME TO TIME DESIGNATE IN WRITING ONE OR MORE "DESIGNATED ENGINEERS", EACH OF WHOM SHALL HAVE FULL AUTHORITY TO ACT FOR COMPANY IN ALL MATTERS RELATING TO THIS CONSTRUCTION AGREEMENT UNTIL NOTICE IS GIVEN TO CONTRACTOR THAT SUCH AUTHORITY HAS BEEN REVOKED. CONTRACTOR MAY RELY UPON THE WRITTEN CERTIFICATION OF ANY VICE PRESIDENT OF COMPANY AS TO THE APPOINTMENT OF A DESIGNATED ENGINEER OR THE REVOCATION OF HIS AUTHORITY.

ARTICLE 15. -- NOTICES: ALL NOTICES BETWEEN THE PARTIES SHALL BE IN WRITING AND, UNTIL OTHERWISE NOTIFIED, SHALL BE SERVED OR MAILED TO THE FOLLOWING ADDRESSES:

(A) IN THE CASE OF COMPANY, TO:
CNX Midstream DVCO I LP
Chase Davis
1000 CONSOL Energy Drive
Canonsburg, PA 15317
724-485-3801

(B) IN THE CASE OF CONTRACTOR, TO:
APPLIED CONSTRUCTION SOLUTIONS INC
David Alvarez
P.O. Box 430
Clarksburg, WV 26301
304-423-8760

ARTICLE 16. --
THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF PENNSYLVANIA. ANY AND ALL ACTIONS AT LAW OR OTHER PROCEEDINGS FOR ANY BREACH OF OR ENFORCEMENT OF ANY PROVISION OF THIS CONTRACT SHALL BE ONLY IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN ALLEGHENY OR WASHINGTON COUNTY, PENNSYLVANIA, RESPECTIVELY AND EACH PARTY HEREBY WAIVES ANY RIGHT TO ANY CHANGE OF VENUE.

ARTICLE 17. -- USE OF COMPANY PROPERTY: THE UNAUTHORIZED USE OF COMPANY'S PROPERTY IS STRICTLY PROHIBITED. THIS POLICY APPLIES TO ALL OF COMPANY'S PROPERTY INCLUDING, BUT NOT LIMITED TO, COMPANY'S COMPUTERS, FILES/PAPERWORK, AND EQUIPMENT. ANY USE, REVIEW, COPYING, DISTRIBUTION, DISTURBANCE AND/OR REMOVAL OF ANY COMPANY'S PROPERTY IS FORBIDDEN UNLESS PRIOR WRITTEN AUTHORIZATION IS OBTAINED FROM THE RESPONSIBLE COMPANY'S EMPLOYEE. IF THIS POLICY IS

NOT ADHERED TO IN EVERY RESPECT, THEN COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT ANY FURTHER LIABILITY OR OBLIGATION TO CONTRACTOR.

ARTICLE 18. --INUREMENT. -- THIS CONSTRUCTION AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO AND UPON THEIR RESPECTIVE HEIRS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

ARTICLE 19 - ETHICS AND CONFLICTS OF INTEREST: CONTRACTOR SHALL NOT HIRE ANY EMPLOYEE OR OFFICER OF COMPANY OR ITS AFFILIATED COMPANIES WHILE THAT EMPLOYEE OR OFFICER IS AN EMPLOYEE OR OFFICER OF COMPANY.

CONTRACTOR SHALL NOT PAY ANY SALARIES, COMMISSIONS OR FEES, OR MAKE ANY PAYMENTS OR REBATES, TO ANY EMPLOYEE OR OFFICER OF COMPANY, OR ANY DESIGNEE OF ANY SUCH EMPLOYEE OR OFFICER, OR FAVOR ANY SUCH EMPLOYEE, OFFICER, OR DESIGNEE WITH GIFTS OR ENTERTAINMENT OF SIGNIFICANT COST OR VALUE OR WITH SERVICES OR GOODS SOLD AT LESS THAN FULL MARKET VALUE.

CONTRACTOR'S OBLIGATIONS TO COMPANY UNDER THIS ARTICLE NUMBER 19 SHALL ALSO BE BINDING UPON ANY SUBCONTRACTORS AND SUB-SUBCONTRACTORS OF THE WORK.

ARTICLE 20- CONTRACTOR BACKGROUND CHECK GUIDELINES (EFFECTIVE JUNE 1, 2013): ALL "A" AND "B" CONTRACTORS AND THEIR SUBCONTRACTORS, AND ALL CONTRACTORS REQUIRED BY CNX TO BE MEMBERS OF (ISNETWORLD) AND THEIR SUBCONTRACTORS ARE REQUIRED TO COMPLY WITH THE CONTRACTOR BACKGROUND CHECK GUIDELINES FOR NEW HIRED EMPLOYEES AS ATTACHED TO THIS CONTRACT AS EXHIBIT G.

ARTICLE 21 - ALL CONTRACTORS PROVIDING HORIZONTAL DRILLING RIGS, HYDRAULIC FRACTURING SERVICES AND WATER/WASTE HAULING SERVICE AND THEIR SUBCONTRACTORS ARE REQUIRED TO COMPLY WITH AIR PERFORMANCE STANDARDS SET FORTH BY THE COALITION FOR SUSTAINABLE SHALE DEVELOPMENT AS ATTACHED TO THIS CONTRACT AS EXHIBIT H.
WITNESS THE DUE EXECUTION HEREOF AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESS

BY

DIRECTOR
SUPPLY CHAIN MANAGEMENT
CNX RESOURCES CORPORATION

ATTORNEY IN FACT

DATE: _____

WITNESS

CONTRACTOR

BY _____

DATE: _____
CONSTRUCTION AGREEMENT

X X X X X X X X X X X X X X X

GENERAL CONDITIONS

1. GENERAL:

THE INTENT OF THESE GENERAL CONDITIONS IS TO SET FORTH THE BASIC ADMINISTRATIVE PROVISIONS OF AND PROCEDURES UNDER THE AGREEMENTS BETWEEN THE PARTIES.

2. DRAWINGS AND SPECIFICATIONS:

2.1 ANYTHING SHOWN ON THE DRAWINGS OR MENTIONED IN THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS SHALL HAVE THE SAME EFFECT AS IF SHOWN AND MENTIONED IN ALL THE DOCUMENTS. ALL DRAWINGS AND SPECIFICATIONS ARE TO BE CONSIDERED COOPERATIVE. ANY AMBIGUITIES OR CONFLICTS BETWEEN SAID DOCUMENTS SHALL BE PROMPTLY CALLED TO THE ATTENTION OF AND RESOLVED BY COMPANY'S DESIGNATED ENGINEER. ANY SUCH DISCREPANCIES ADJUSTED BY CONTRACTOR WITHOUT THE APPROVAL OF COMPANY'S DESIGNATED ENGINEER SHALL BE AT CONTRACTOR'S OWN RISK AND EXPENSE.

2.2 CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND INFORMATION SET FORTH ON ANY DRAWINGS AND SPECIFICATIONS SUBMITTED TO IT AND SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS PRIOR TO THE INSTALLATION OF ALL WORK.

2.3 CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND SUCH OTHER DRAWINGS AND SPECIFICATIONS AS MAY BE NECESSARY FOR THE PROSECUTION OF THE WORK IN THE SHOP AND IN THE FIELD. SHOP DRAWINGS SHALL BE DEFINED AS DRAWINGS, DIAGRAMS, ILLUSTRATION PERFORMANCE DATA, BROCHURES, CERTIFIED EQUIPMENT DRAWINGS, AND OTHER DATA WHICH ARE PREPARED BY CONTRACTOR OR ANY SUBCONTRACTOR, MANUFACTURER, SUPPLIER, OR DISTRIBUTOR AND WHICH ARE REQUIRED TO PROPERLY DEFINE SOME PORTION OF THE WORK.

2.4 CONTRACTOR SHALL PROMPTLY REVIEW AND SUBMIT TO COMPANY IN AN ORDERLY SEQUENCE FOUR APPROVED COPIES OF ALL NECESSARY DRAWINGS AND SPECIFICATIONS.

2.5 BY APPROVING AND SUBMITTING DRAWINGS AND/OR SPECIFICATIONS, CONTRACTOR THEREBY REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL DESIGN REQUIREMENTS, ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, CATALOG NUMBERS, AND SIMILAR DATA AND THAT IT HAS CHECKED AND COORDINATED EACH DRAWING WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.

2.6 COMPANY SHALL PROMPTLY REVIEW AND APPROVE DRAWINGS AND SPECIFICATIONS SO AS TO CAUSE NO DELAY IN THE WORK. THE APPROVAL OF COMPANY SHALL BE FOR CONFORMANCE WITH THE DESIGN CONCEPT AND SHALL NOT RELIEVE CONTRACTOR OF RESPONSIBILITY FOR ANY DEVIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS NOR SHALL COMPANY'S APPROVAL RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE DRAWINGS AND SPECIFICATIONS.

2.7 ALL WORK AND PORTIONS THEREOF REQUIRING DRAWING OR SPECIFICATION SUBMISSION SHALL BE APPROVED BY COMPANY BEFORE COMMENCEMENT.

2.8 CONTRACTOR SHALL MAINTAIN AT THE SITE FOR COMPANY'S USE ONE COPY OF ALL DRAWINGS, SPECIFICATIONS, ADDENDA, APPROVED SHOP DRAWINGS, CHANGE ORDERS, AND OTHER MODIFICATIONS IN GOOD ORDER AND MARKED TO RECORD ALL CHANGES MADE DURING CONSTRUCTION.

2.9 UPON COMPLETION OF THE WORK, CONTRACTOR SHALL

DELIVER TO COMPANY ONE REPRODUCIBLE SET OF AS-BUILT DRAWINGS. ALL DESIGN DRAWINGS AND SHOP DRAWINGS SUPPLIED BY CONTRACTOR SHALL BECOME THE PROPERTY OF COMPANY, AND COMPANY SHALL BE ENTITLED TO USE ALL OR ANY PORTION OF THE DRAWINGS FOR ANY PURPOSE, INCLUDING THE DUPLICATION OF FACILITIES UNDER CONSTRUCTION OR THE CONSTRUCTION OF ANY NEW PLANT OR FACILITY.

2.10 ALL OFFICE STANDARDS AND PROCEDURES OF CONTRACTOR FOR PREPARATION AND HANDLING OF DRAWINGS AND SPECIFICATIONS ARE SUBJECT TO REVIEW AND APPROVAL BY COMPANY. CONTRACTOR SHALL MAKE ALL DRAWINGS ON DRAWING SHEETS THAT SHALL INCLUDE COMPANY'S STANDARD TITLE BLOCK FORMAT.

3. BENCH MARKS AND REFERENCE POINTS:

WORK SITE: COMPANY SHALL PROVIDE ANY REQUIRED BENCH MARKS AND REFERENCE POINTS. CONTRACTOR SHALL CAREFULLY PRESERVE SAME. SHOULD SAID BENCH MARKS AND REFERENCE POINTS BE DESTROYED DUE TO CONTRACTOR'S CONDUCT, CONTRACTOR SHALL BE CHARGED WITH THE RESULTING EXPENSE OF REESTABLISHING THE SAME. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY CONSTRUCTION MISTAKES ARISING FROM THE DESTRUCTION OR LOSS OF SAID MARKS AND POINTS. ALL LINES AND LEVELS NECESSARY TO THE LOCATION AND CONSTRUCTION OF THE WORK UNDER THE CONTRACT DOCUMENTS SHALL BE ESTABLISHED AND MAINTAINED FROM SAID BENCH MARKS AND REFERENCE POINTS AND CERTIFIED BY A COMPETENT REGISTERED SURVEYOR OR ENGINEER WHO SHALL BE EMPLOYED AND PAID BY CONTRACTOR. CONTRACTOR SHALL COMPARE CAREFULLY ALL LEVELS GIVEN ON DRAWINGS WITH EXISTING LEVELS AND SHALL CALL ATTENTION TO DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL CONFINE ALL ITS ACTIVITIES AND OPERATIONS TO SUCH CONTRACT DOCUMENTS OR AS DESIGNATED FROM TIME TO TIME BY COMPANY'S DESIGNATED ENGINEER.

4. UTILITIES AND SERVICES FURNISHED BY COMPANY:

WHEN ELECTRIC CURRENT, WATER, GAS, OR OTHER UTILITIES OR SERVICES ARE FURNISHED BY COMPANY, COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT OR MATERIALS OF CONTRACTOR, OR SUBCONTRACTORS, IF ANY, RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF SAME BY CONTRACTOR OR SUBCONTRACTOR. COMPANY IS NOT OBLIGATED TO FURNISH ANY SUCH UTILITIES OR SERVICES UNLESS SPECIFICALLY REQUIRED TO PROVIDE THE SAME BY THE CONTRACT DOCUMENTS.

5. NON-DISCLOSURE:

ALL CONTRACT DOCUMENTS AND/OR INFORMATION FURNISHED HERewith SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED BY CONTRACTOR FOR ANY PURPOSE OTHER THAN THOSE FOR WHICH THEY HAVE BEEN SUPPLIED OR PREPARED.

6. COOPERATION; COORDINATION:

CONTRACTOR AND ITS SUBCONTRACTORS, IF ANY, SHALL COOPERATE WITH COMPANY AND OTHER CONTRACTORS, IF ANY, ON THE PREMISES AND SHALL SO CARRY ON THEIR WORK THAT OTHER COOPERATING CONTRACTORS SHALL NOT BE HINDERED, DELAYED, OR INTERFERED WITH IN THE PROGRESS OF THEIR WORK, AND SO THAT ALL OF SUCH WORK SHALL BE A FINISHED AND COMPLETE JOB OF ITS KIND. CONTRACTOR SHALL AFFORD TO COMPANY AND SAID OTHER CONTRACTORS REASONABLE OPPORTUNITY FOR THE INTRODUCTION AND STORAGE OF MATERIALS AND FOR THE EXECUTION OF THEIR WORK. CONTRACTOR SHALL AT ALL TIMES PROPERLY CONNECT AND COORDINATE ITS WORK WITH THE WORK

OF COMPANY AND OTHER CONTRACTORS. IF ANY PART OF THE CONTRACTOR'S WORK DEPENDS FOR PROPER EXECUTION AND RESULTS UPON THE WORK OF COMPANY OR ANY OTHER CONTRACTOR, CONTRACTOR SHALL INSPECT AND REPORT TO COMPANY ANY DEFECTS IN SUCH WORK THAT RENDER IT UNSUITABLE FOR PROPER EXECUTION AND RESULTS. CONTRACTOR'S FAILURE TO INSPECT AND REPORT SUCH WORK SHALL CONSTITUTE AN ACCEPTANCE BY IT OF THE SAME. IN THE EVENT A DEFECT DEVELOPS OR IS DISCOVERED AFTER COMPLETION OF SUCH WORK BY COMPANY OR SUCH OTHER CONTRACTORS, CONTRACTOR SHALL IMMEDIATELY REPORT TO COMPANY IN WRITING SUCH DEFECT. ANY CONTROVERSY WHICH MAY DEVELOP BETWEEN ANY TWO OR MORE CONTRACTORS WITH RESPECT TO WHETHER OR NOT WORK HAS BEEN PROPERLY EXECUTED WILL BE DETERMINED BY COMPANY WHOSE DECISION WILL BE FINAL AND BINDING UPON ALL PARTIES. SIMILAR PROVISIONS WILL BE INCLUDED IN COMPANY'S CONTRACTS FOR OTHER WORK IN THE AREA. AT REGULAR INTERVALS OR AT SUCH TIMES AND PLACES AS COMPANY'S DESIGNATED ENGINEER MAY DIRECT, MEETINGS SHALL BE HELD OF THE VARIOUS CONTRACTORS AND SUBCONTRACTORS ENGAGED IN THE PROJECT FOR THE PURPOSE OF FURTHERING THE PROGRESS OF THE WORK. WHERE CONTRACTORS OR THEIR REPRESENTATIVES FAIL TO ATTEND SUCH MEETINGS OR TO EXECUTE ORDERS GIVEN THEM, SUCH REPRESENTATIVES SHALL BE DISMISSED FROM THE WORK WITHIN 12 HOURS AFTER REQUEST FOR DISMISSAL BY SAID DESIGNATED ENGINEER; AND OTHER REPRESENTATIVES SHALL BE IMMEDIATELY SUBSTITUTED, OR WHEN APPROPRIATE IN THE OPINION OF COMPANY, THE CONSTRUCTION AGREEMENT MAY BE TERMINATED.

7. INSPECTION:

COMPANY SHALL AT ALL TIMES HAVE THE RIGHT TO INSPECT THE WORK WHEREVER IT IS IN PREPARATION OR PROGRESS TO DETERMINE IF THE SAME IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND TO EVALUATE THE WORK IN CONNECTION WITH PAYMENTS, AND CONTRACTOR SHALL PROVIDE SAFE AND PROPER FACILITIES FOR ACCESS AND INSPECTION. WHEN WORK IS BEING DONE AWAY FROM THE PREMISES, CONTRACTOR SHALL GIVE COMPANY'S DESIGNATED ENGINEER REASONABLE NOTICE OF THE TIME AND PLACE WHERE SUCH WORK IS TO BE DONE AND ALSO WHEN THE SAME WILL BE AVAILABLE FOR INSPECTION, SO THAT COMPANY'S DESIGNATED ENGINEER MAY, IF HE SO DESIRES, INSPECT THE SAME FROM TIME TO TIME BEFORE DELIVERY TO THE PREMISES. IF COMPANY'S DESIGNATED ENGINEER DEEMS IT INEXPEDIENT TO CORRECT WORK DAMAGED OR NOT DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AN EQUITABLE DEDUCTION SHALL BE MADE FROM THE PRICE. NO FAILURE OF COMPANY'S DESIGNATED ENGINEER DURING THE PROGRESS OF THE WORK TO DISCOVER OR REJECT MATERIALS OR WORK NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BE DEEMED AN ACCEPTANCE THEREOF OR A WAIVER OF DEFECTS THEREIN.

8. PROTECTION OF WORK AND MATERIALS:

FROM THE COMMENCEMENT TO THE COMPLETION OF EVERY PART OF THE WORK, ALL WORK AND MATERIALS UPON OR NEAR THE PREMISES, WHETHER OR NOT INCORPORATED INTO THE WORK, SHALL BE DEEMED TO BE AND SHALL BE THE PROPERTY OF COMPANY. HOWEVER, SUCH MATERIALS SHALL BE IN THE CARE, CUSTODY, AND CONTROL OF CONTRACTOR, AND IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO PROTECT AND PRESERVE THE SAME. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH MATERIAL WHICH IS LOST, STOLEN, DAMAGED, DESTROYED, OR INJURED RESULTING FROM CONTRACTOR'S FAILURE TO PROTECT THE PROPERTY, INCLUDING BUT NOT LIMITED TO DIRECT LOSS FROM WEAR, GRADUAL DETERIORATION AND CHANGES IN TEMPERATURE.

9. REPORTING ACCIDENTS:

CONTRACTOR SHALL IMMEDIATELY REPORT TO COMPANY'S DESIGNATED ENGINEER ALL ACCIDENTS AND INJURIES IN ANY WAY RELATED TO CONTRACTOR'S OR ANY SUBCONTRACTOR'S OPERATIONS ON THE PREMISES. IN THOSE CASES WHERE ACCIDENT REPORTS ARE FURNISHED TO LOCAL AND/OR STATE BUREAUS, AS APPLICABLE, CONTRACTOR SHALL ALSO FURNISH A COPY TO COMPANY'S DESIGNATED ENGINEER. CONTRACTOR SHALL INCLUDE ITS OWN STATISTICS AND STATISTICS ON ITS SUBCONTRACTORS IN ITS MAN HOURS WORKED SUBMISSIONS TO COMPANY'S CONSULTANT ISNETWORLD.

10. SAFETY DEVICES:

CONTRACTOR SHALL EQUIP THE WORK COVERED BY THE CONTRACT DOCUMENTS WITH ALL PROPER SAFETY DEVICES FOR THE PROTECTION OF WORKMEN AND SHALL PROVIDE SUITABLE, REMOVABLE SAFETY GUARDS FOR ALL EXPOSED MOVING PARTS, SUCH AS GEARS, ROLLER CHAINS, BELTS, BRAKE WHEELS, COUPLINGS, AND THE LIKE. CONTRACTOR WARRANTS THAT THE COMPLETED WORK WILL MEET THE OPERATING REQUIREMENTS OF, AND BE IN CONFORMITY WITH ANY AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES.

ALL SIDE-BOOM DOZERS FOR PIPELINE PROJECTS MUST BE EQUIPPED WITH ROLLOVER PROTECTION.

11. FAIR LABOR STANDARDS ACT:

CONTRACTOR AGREES TO PAY THE PERSONS EMPLOYED BY IT AND TO REQUIRE EACH SUBCONTRACTOR TO PAY THE PERSONS EMPLOYED BY IT IN PERFORMING THE CONSTRUCTION AGREEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND TO KEEP ALL SUCH RECORDS AS ARE REQUIRED BY SUCH ACT. CONTRACTOR CERTIFIES THAT ALL GOODS NOW IN ITS POSSESSION, WHICH ARE TO BE USED IN CARRYING OUT THE PROVISIONS OF THE CONSTRUCTION AGREEMENT, WERE PRODUCED IN COMPLIANCE WITH ALL THE APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

CONTRACTOR AGREES THAT AT THE TIME GOODS NOT NOW IN ITS POSSESSION ARE FURNISHED TO COMPANY IN CARRYING OUT THE PROVISIONS OF THE CONSTRUCTION AGREEMENT, IT WILL FURNISH COMPANY WITH SIMILAR CERTIFICATIONS OF COMPLIANCE WITH RESPECT TO SUCH GOODS.

12. WORKABLE SYSTEM:

ALL INSTALLATIONS SHALL BE MADE SUCH THAT THE COMPONENT PARTS WILL FUNCTION TOGETHER AS A WORKABLE SYSTEM, COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION, AND SHALL BE LEFT WITH ALL EQUIPMENT PROPERLY ADJUSTED AND IN WORKING ORDER. THE WORK SHALL BE EXECUTED IN CONFORMITY WITH BEST PRACTICE AND SO AS TO CONTRIBUTE TO THE EFFICIENCY OF OPERATION, MINIMUM MAINTENANCE, ACCESSIBILITY, AND APPEARANCE, AND SO THAT THE INSTALLATION WILL CONFORM AND ACCOMMODATE ITSELF TO THE BUILDING STRUCTURE, BUILDING AND PROCESS EQUIPMENT, AND USAGE.

13. TURNKEY:

IF THE TERM "TURNKEY" OR "TURNKEY CONTRACT" IS USED IN THE CONTRACT DOCUMENTS (AND SUCH TERM IS NOT MODIFIED OR OTHERWISE DEFINED), IT SHALL MEAN THAT CONTRACTOR FOR THE CONSIDERATION STATED, SHALL FURNISH ALL MATERIALS AND LABOR AND DO ALL WORK REQUIRED TO COMPLETE THE FACILITY IN A WORKMANLIKE MANNER, PUT THE FACILITY TO USE OR INTO PRODUCTION, AND TURN IT OVER TO COMPANY TESTED AND READY TO "TURN THE KEY". CONTRACTOR SHALL

MAKE SUFFICIENT TEST RUNS TO DETERMINE THAT THE FACILITY MEETS THE STANDARDS SET FORTH IN THE CONTRACT DOCUMENTS AND SHALL BE RESPONSIBLE FOR ANY ADJUSTMENTS WHICH MAY BE NECESSARY DURING THE FIRST YEAR OF OPERATION TO ASSURE THAT THE FACILITY PERFORMS IN ACCORDANCE WITH SAID STANDARDS.

14. HAZARDS:

CONTRACTOR SHALL ANTICIPATE THE HAZARDS OF INCLEMENT WEATHER, FLOOD WATER CONDITIONS, AND THE GENERAL RISKS OF THIS TYPE OF CONSTRUCTION TO THE END THAT PERSONNEL AND PROPERTY WILL BE PROTECTED AND THE INCIDENTAL HINDRANCES AND DELAYS WILL NOT JEOPARDIZE THE COMPLETION ON SCHEDULE. IT IS UNDERSTOOD AND MUTUALLY AGREED THAT ANY UNUSUAL EXPENDITURE FOR PROTECTIVE EQUIPMENT AND OPERATION SHALL BE PROVIDED FOR IN THE CONTRACT PRICE. WHILE ON COMPANY'S PROPERTY, CONTRACTOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, SHALL COMPLY WITH ALL RULES, DIRECTIVES, POSTED SIGNS, AND BULLETINS RELATING TO HAZARD AVOIDANCE AND SAFE WORK PRACTICES.

15. USE OF COMPLETED PORTION:

COMPANY SHALL HAVE THE RIGHT TO TAKE POSSESSION OF AND USE ANY COMPLETED OR PARTIALLY COMPLETED PORTIONS OF THE WORK, WHETHER OR NOT THE TIME FOR COMPLETING THE ENTIRE WORK OR SUCH PORTIONS MAY HAVE EXPIRED, BUT SUCH TAKING POSSESSION AND USE SHALL NOT BE DEEMED AN ACCEPTANCE OF ANY WORK NOT COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. IF SUCH PRIOR USE INCREASES THE COST OF OR DELAYS THE WORK, CONTRACTOR SHALL BE ENTITLED TO SUCH EXTRA COMPENSATION AND/OR EXTENSION OF TIME AS COMPANY'S DESIGNATED ENGINEER MAY DETERMINE.

16. SUPERINTENDENCE:

CONTRACTOR SHALL CAUSE THE WORK TO BE SUPERVISED AT ALL TIMES BY A JOB SUPERINTENDENT. IF THE JOB SUPERINTENDENT PROVES UNSATISFACTORY TO COMPANY, HE SHALL BE PROMPTLY REPLACED UPON REQUEST OF COMPANY.

17. HOUSEKEEPING:

CONTRACTOR SHALL STORE MATERIALS AND EQUIPMENT IN AN ORDERLY MANNER AND SHALL KEEP THE PREMISES AT ALL TIMES IN A CLEAN AND SANITARY CONDITION, FREE FROM DEBRIS AND OBSTRUCTIONS. UPON COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE ALL TEMPORARY BUILDINGS OR FACILITIES ERECTED BY CONTRACTOR AND ITS SUBCONTRACTORS, ALL CONSTRUCTION EQUIPMENT, SURPLUS MATERIALS, AND SUPPLIES BELONGING TO CONTRACTOR OR SUBCONTRACTORS, AND SHALL LEAVE THE PREMISES AND THE WORK IN PERFECT ORDER, CLEAN, SANITARY, AND READY FOR USE.

18. WAIVER OF BREACH:

ANY FAILURE BY COMPANY AT ANY TIME, OR FROM TIME TO TIME, TO ENFORCE OR REQUIRE PERFORMANCE IN ACCORDANCE WITH THE STRICT CONDITIONS OF THE CONTRACT DOCUMENTS, SHALL NOT CONSTITUTE A WAIVER BY COMPANY OF ANY BREACH OF ANY SUCH TERMS OR CONDITIONS AND SHALL NOT AFFECT OR IMPAIR SUCH TERMS OR CONDITIONS IN ANY WAY, OR THE RIGHT OF COMPANY AT ANY TIME TO AVAIL ITSELF OF SUCH REMEDIES AS IT MAY HAVE FOR ANY SUCH BREACH OR BREACHES OF SUCH TERMS OR CONDITIONS.

19. TIME OF THE ESSENCE: SCHEDULES, FORCE MAJEURE:

UNLESS SPECIFICALLY WAIVED BY COMPANY IN WRITING, ALL TIMES FOR PERFORMANCE BY CONTRACTOR WHETHER SPECIFIED IN ARTICLE 3 OF THE CONSTRUCTION AGREEMENT, IN THIS CLAUSE OR ELSEWHERE IN THE CONTRACT DOCUMENTS SHALL BE OF THE ESSENCE. IT IS UNDERSTOOD AND AGREED THAT THE SCHEDULING, COMPLETION, AND DELIVERY OF THE WORK

HEREUNDER SHALL BE FACILITATED THROUGH THE USE OF THE PRECEDENCE DIAGRAM, CRITICAL PATH, PERT, OR OTHER METHOD AGREEABLE TO COMPANY. CONTRACTOR AGREES TO FURNISH COMPANY A COMPLETE CHART OF THE WORK SCHEDULE PREPARED BY SUCH METHOD AND TO PROMPTLY ADVISE COMPANY OF ANY

TIME THE WORK FALLS MORE THAN ONE WEEK BEHIND SCHEDULE.

IN THE EVENT THE WORK IS, AT ANY TIME, MORE THAN ONE WEEK BEHIND, CONTRACTOR AGREES TO ADD, AT ITS OWN EXPENSE, SUFFICIENT MAN-HOURS, MATERIAL, MACHINERY, SUPPLIES, AND EQUIPMENT SO THAT WITHIN ONE WEEK THE WORK WILL BE RETURNED TO ITS SCHEDULED TIME. IN THE EVENT ALL WORK IS NOT COMPLETED ON OR BEFORE THE AGREED COMPLETION DATE AS SET FORTH IN THE CONSTRUCTION AGREEMENT, THE CONTRACTOR SHALL BEAR ALL ESCALATION COSTS RELATING TO MATERIAL AND/OR LABOR WAGE RATES INCURRED SUBSEQUENT TO THE COMPLETION DATE. SHOULD THE PROGRESS OF THE WORK BE UNDULY DELAYED DUE TO NEGLIGENCE OR DEFAULT ON THE PART OF COMPANY, STRIKES AT THE JOB SITE OR IN THE SHOPS OF A SUPPLIER, FIRE, FLOODS, ACTS OF GOVERNMENT, ACTS OF GOD, OR ANY UNPREVENTABLE ACCIDENT, CONTRACTOR SHALL HAVE THE RIGHT TO CLAIM EXTENSION OF THE AGREED COMPLETION DATE; PROVIDED, HOWEVER, THAT ANY SUCH CLAIM SHALL NOT BE HONORED UNLESS NOTICE THEREOF IS DELIVERED IN WRITING TO COMPANY'S DESIGNATED ENGINEER; NOR SHALL ANY EXTENSION BE GRANTED FOR ANY PERIOD OF DELAY OCCURRING MORE THAN 72 HOURS PRIOR TO THE TIME COMPANY RECEIVES NOTICE OF THE CLAIM.

20. DISCRIMINATION CLAUSE EXECUTIVE ORDER 11246, DATED SEPTEMBER 24, 1965: THE ARTICLES, MATERIALS, AND/OR SERVICES COVERED BY THIS ORDER ARE TO BE PRODUCED, FURNISHED, AND BILLED IN COMPLIANCE WITH ALL APPLICABLE LAWS, PROCLAMATIONS, ORDERS, RULES, AND REGULATIONS, INCLUDING WITHOUT LIMITATION, EXECUTIVE ORDER 11246, SIGNED BY THE PRESIDENT OF THE UNITED STATES OF AMERICA ON SEPTEMBER 24, 1965, AS AMENDED, AND THE RULES, REGULATIONS, AND ORDERS ISSUED THEREUNDER.

DURING THE PERFORMANCE OF THE CONSTRUCTION AGREEMENT, AND TO THE EXTENT REQUIRED BY EXECUTIVE ORDER 11246, OR BY ANY CONTRACT BETWEEN COMPANY AND ANY GOVERNMENT CONTRACTING AGENCY, THE CONTRACTOR AGREES AS FOLLOWS:

CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, SEX, RELIGION, COLOR, OR NATIONAL ORIGIN. CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE TREATED, DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, CREED, SEX, RELIGION, COLOR, OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER FORMS OF COMPENSATION AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE CONTRACTING OFFICER SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.

CONTRACTOR SHALL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, SEX, RELIGION, COLOR, OR NATIONAL ORIGIN.

CONTRACTOR SHALL SEND TO EACH LABOR UNION OR

REPRESENTATIVE OF WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICE, ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF CONTRACTOR'S COMMITMENTS UNDER SECTION 202 OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND OF THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR.

CONTRACTOR SHALL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND BY THE RULES, REGULATIONS, AND ORDERS OF THE SECRETARY OF LABOR, OR PURSUANT THERETO, AND SHALL PERMIT ACCESS TO ITS BOOKS, RECORDS, AND ACCOUNTS BY THE CONTRACTING AGENCY AND THE SECRETARY OF LABOR FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS, AND ORDERS.

IN THE EVENT OF THE CONTRACTOR'S NON-COMPLIANCE WITH THE NON-DISCRIMINATION CLAUSES SET FORTH HEREIN OR WITH ANY SUCH RULES, REGULATIONS, OR ORDERS, THE CONSTRUCTION AGREEMENT MAY BE CANCELED, TERMINATED, OR SUSPENDED IN WHOLE OR IN PART, AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, OR BY RULE, REGULATION, OR ORDER OF THE SECRETARY OF LABOR, OR AS OTHERWISE PROVIDED BY LAW.

CONTRACTOR SHALL INCLUDE THE PROVISIONS OF THE PRECEDING PARAGRAPHS IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS, OR ORDER OF THE SECRETARY OF LABOR ISSUED PURSUANT TO SECTION 204 OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. CONTRACTOR SHALL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE CONTRACTING AGENCY MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS INCLUDING SANCTIONS FOR NON-COMPLIANCE. PROVIDED HOWEVER, THAT IN THE EVENT CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE CONTRACTING AGENCY, CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES.

TO THE EXTENT REQUIRED BY EXECUTIVE ORDER 11246 AND ANY RULES OR REGULATIONS OR ORDERS ISSUED THEREUNDER, OR ANY CONTRACTS BETWEEN COMPANY AND ANY GOVERNMENT CONTRACTING AGENCY, CONTRACTOR AGREES TO DEVELOP, SIGN, AND MAINTAIN A WRITTEN AFFIRMATIVE ACTION COMPLIANCE PROGRAM FOR EACH OF ITS ESTABLISHMENTS AND TO FILE COMPLETE AND ACCURATE REPORTS ON STANDARD FORM 100 (EE 01), OR SUCH FORM AS MAY BE PROMULGATED IN ITS PLACE.

21. SUBSTANCE ABUSE: CONTRACTOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS MUST HAVE A DRUG AND ALCOHOL TESTING PROGRAM THAT SHALL, AT A MINIMUM, MEET THE REQUIREMENTS SET FORTH IN THE ATTACHED EXHIBIT E. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE BY ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS WITH SUCH SUBSTANCE ABUSE REQUIREMENTS. CONTRACTOR SHALL ENSURE THAT NONE OF ITS EMPLOYEES OR AGENTS, OR THE EMPLOYEES OR AGENTS OF ANY SUBCONTRACTOR, SHALL EITHER POSSESS OR USE ALCOHOLIC BEVERAGES, ILLEGAL

DRUGS OR DRUG PARAPHERNALIA WHILE ON COMPANY'S PROPERTY OR COME ONTO COMPANY'S PROPERTY WHILE UNDER THE INFLUENCE OF ALCOHOL OR ILLEGAL DRUGS. COMPANY SHALL HAVE THE RIGHT TO EJECT FROM COMPANY'S PROPERTY ANY PERSON WHO IS INTOXICATED OR UNDER THE INFLUENCE OF ILLEGAL DRUGS OR WHO HAS IN HIS POSSESSION, WHILE ON COMPANY PROPERTY, ANY ALCOHOLIC BEVERAGE OR ILLEGAL DRUG OR DRUG PARAPHERNALIA.

22. PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS:

CONTRACTOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS MUST COMPLY WITH THE PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS ATTACHED TO THIS CONTRACT AS EXHIBIT F. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE BY ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS WITH COMPANY'S PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS. IF REQUIRED ON A PROJECT BY PROJECT BASIS, CONTRACTOR WILL PROVIDE A FULL TIME SAFETY SUPERVISOR FOR PROJECT.

EXHIBIT A - COST BREAKDOWN OF PROJECT SCOPE OF WORK (INSERT OR LIST LINE ITEMS)

Line Item	Description	Unit	Qty.	Unit Cost
-----------	-------------	------	------	-----------

1	Mob/Demob	Subtotal		
---	-----------	----------	--	--

1.1	Mobilization	LS	1	\$525,000
-----	--------------	----	---	-----------

1.2	Demobilization	LS	1	\$55,000
-----	----------------	----	---	----------

2 Civil / Structural

2.1	Survey Support	LS	1	\$23,000
-----	----------------	----	---	----------

2.2	Foundations for 72" Horizontal Type Slug Catchers	ea.	2	\$3,508
-----	---	-----	---	---------

2.3	Foundations for Filter Separators (42" & 48")	ea.	5	\$16,836
-----	---	-----	---	----------

2.4	Foundations for 72" Contact Tower	ea.	2	\$28,175
-----	-----------------------------------	-----	---	----------

2.5	Foundations for 3608 Engine & Compressor	ea.	5	\$255,128
-----	--	-----	---	-----------

2.6	Deep Foundations for 3608 Engine & Compressor	ea.	1	\$713,345
-----	---	-----	---	-----------

2.7	Foundations for Glycol Regenerator and Thermal Oxidizer	ea.	1	\$563,385
-----	---	-----	---	-----------

2.8	Compressor Building Foundations	LS	1	\$0
-----	---------------------------------	----	---	-----

2.9	Foundations for MCC Building & Instrument Air Building	LS	1	\$104,880
-----	--	----	---	-----------

2.10	Foundations for Generator	ea.	1	\$26,680
------	---------------------------	-----	---	----------

2.11	Pipe supports & racks and foundations	LS	1	\$86,940
------	---------------------------------------	----	---	----------

2.12	Cable Trays and foundations	LS	1	\$144,900
------	-----------------------------	----	---	-----------

2.13	Excavation and Backfill for steel pipe	LS	1	\$0
------	--	----	---	-----

2.14	Excavation and backfill for electrical conduits	LS	1	\$0
------	---	----	---	-----

2.15	Flowable Fill for electrical conduits & below grade pipe	LS	1	\$0
------	--	----	---	-----

2.16	Below Grade Sleepers	LS	1	\$0
------	----------------------	----	---	-----

2.17	Misc. Foundations - Bollards, Stair Pads, Sonotubes, Light poles, Equipment Racks, etc..	LS	1	\$11,500
------	--	----	---	----------

2.18	Filter Separator Platforms - Material/Fabrication/Installation	LS	1	\$0
------	--	----	---	-----

2.19	Tank Sand Base and Containments	LS	1	\$186,472
------	---------------------------------	----	---	-----------

2.20	Final Pad Grading including fabric and stone installation	LS	1	\$0
------	---	----	---	-----

2.21	Fence	LS	1	\$0
------	-------	----	---	-----

3 Mechanical

3.1	Off loading and setting Filters & Slug Catcher	LS	1	\$150,000
-----	--	----	---	-----------

3.2	Off Loading and setting Contact Tower , Regen, & Thermal Oxidizer	LS	1	\$200,000
-----	---	----	---	-----------

3.3	Off Loading and setting Compressors	LS	1	\$800,000
-----	-------------------------------------	----	---	-----------

3.4	Off Loading and setting MCC Building, Air Building, and Generator	LS	1	\$100,000
-----	---	----	---	-----------

3.5	Fabrication, Testing, and Coating of pipe/valves/fittings that are 2" and smaller	ND	LS	1	\$290,000
-----	---	----	----	---	-----------

3.6	Fabrication, Testing, and Coating of pipe/valves/fittings that are greater than 2"	ND	LS	1	\$700,000
-----	--	----	----	---	-----------

3.7	Installation of pipe/valves/fittings that are 2" and smaller	ND	LS	1	\$500,000
-----	--	----	----	---	-----------

3.8	Installation of pipe/valves/fittings that are greater than 2"	ND	LS	1	\$2,400,000
-----	---	----	----	---	-------------

3.9	Field Hydro testing - Includes Drying on Discharge Lines, Fuel Gas, and Instrument Air	LS	1	\$400,000
-----	--	----	---	-----------

3.10	Compressor Unit Assembly - Assistance from Packager will be provided	LS	1	\$980,000
------	--	----	---	-----------

3.11	Installation of ALL Instrumentation, SS tubing, Vessel Aux Kits, Misc. piping/tubing	LS	1	\$400,000
------	--	----	---	-----------

3.12	Insulation - Material & Installation	LS	1	\$407,016
------	--------------------------------------	----	---	-----------

3.13	Supply of pipe/valves/fittings 2" and smaller	ND	and ALL SS tubing	LS	1	\$0
------	---	----	-------------------	----	---	-----

3.14 Supply of ALL studs, nuts, bolts, gaskets, and insulating flange kits LS 1 \$0
3.15 Commissioning Support LS 1 \$80,000

4 Electrical Subtotal

4.1 Supply conduit , conduit & electrical materials LS 1 \$347,394
4.2 Installation of conduit and cable LS 1 \$567,256
4.3 Terminations LS 1 \$57,893
4.4 Supply of ALL grounding material LS 1 \$40,655
4.5 Installation of grounding system LS 1 \$89,683
4.6 Testing grounding system LS 1 \$2,115
4.7 Supply of ALL Cathodic Protection material LS 1 \$0
4.8 Installation of Cathodic Protection system LS 1 \$0
4.9 Provide and Install Heat Trace LS 1 \$42,248
4.10 Provide and Install Yard Lights LS 1

5 Additional Cost (TO BE COMPLETED BY CONTRACTOR IF NECESARRY/APPLICABLE) Subtotal

5.1 LS 1 \$0
5.2 LS 1 \$0
5.3 LS 1 \$0
5.4 LS 1 \$0
5.5 LS 1 \$0

EXHIBIT B-1
PARTIAL WAIVER OF LIEN - CONTINGENT

STATE OF _____
COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS THE UNDERSIGNED (NAME OF PARTY)

_____ OF

(NAME OF CONTRACTOR/SUPPLIER) _____ AT

(STREET) _____ (CITY) _____

(STATE) _____ (ZIP) _____ BEING FIRST DULY SWORN THAT HE/SHE IS THE

_____ OF _____

(HEREIN AFTER REFERRED TO AS THE "COMPANY") AND IS FAMILIAR WITH THE
WORK/MATERIALS

PERFORMED OR SUPPLIED TO THE PREMISES KNOWN AS

_____ (HEREIN AFTER REFERRED TO AS THE "PREMISES").

THE UNDERSIGNED, PENDING THE RECEIPT OF THE SUM OF \$

_____ AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED,
DOES HEREBY WAIVE AND RELEASE ANY AND ALL LIENS, RIGHTS OF LIENS, CLAIMS OR DEMANDS
WITH RESPECT TO SAID PREMISES, ON ACCOUNT OF SAID LABOR OR MATERIAL, OR BOTH,
FURNISHED UNDER CONTRACT BY THE UNDERSIGNED TO OR ON ACCOUNT OF

_____ FOR SAID PREMISES.

THE UNDERSIGNED FURTHER WARRANTS THAT ALL LABORERS EMPLOYED BY THEM UPON THE AFORESAID
PREMISES HAVE BEEN FULLY PAID TO THE EXTENT OF THIS RELEASE AND THAT ALL SUPPLIES OF
MATERIALS FROM THE SUPPLIERS HAVING ANY CLAIM, DEMAND, OR LIEN AGAINST SAID PREMISES,
AND FURTHER, THAT NO CHATTEL MORTGAGE, CONDITIONAL BILL OF SALE OR RETENTION OF TITLE
AGREEMENT HAS BEEN GIVEN OR EXECUTED FOR OR IN CONNECTION WITH ANY MATERIAL (S),

APPLIANCES, MACHINERY, FIXTURES OR FURNISHINGS AND/OR SERVICES PLACED OR INSTALLED IN THE AFORESAID PREMISES.

SIGNED THE _____ DAY OF, _____ IN

THE STATE OF _____, COUNTY OF

NAME OF CONTRACTOR/SUPPLIER

AUTHORIZED REPRESENTATIVE

NOTARY

MY COMMISSION EXPIRES

_____ TITLE

EXHIBIT B-2
PARTIAL WAIVER OF LIEN - NON-CONTINGENT

STATE OF _____
COUNTY OF _____
TO WHOM IT MAY CONCERN:

WHEREAS THE UNDERSIGNED (NAME OF PARTY)
_____ OF

(NAME OF CONTRACTOR/SUPPLIER) _____ AT
(STREET) _____ (CITY) _____
(STATE) _____ (ZIP) _____ BEING FIRST DULY SWORN THAT HE/SHE IS THE

_____ OF _____
(HEREIN AFTER REFERRED TO AS THE "COMPANY") AND IS FAMILIAR WITH THE
WORK/MATERIALS
PERFORMED OR SUPPLIED TO THE PREMISES KNOWN AS

_____ (HEREIN AFTER REFERRED TO AS THE "PREMISES").
THE UNDERSIGNED, FOR AND IN CONSIDERATION OF THE SUM OF \$

AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED,
DOES HEREBY WAIVE AND RELEASE ANY AND ALL LIENS, RIGHTS OF LIENS, CLAIMS OR DEMANDS
WITH

RESPECT TO SAID PREMISES, ON ACCOUNT OF SAID LABOR OR MATERIAL, OR BOTH, FURNISHED
UNDER CONTRACT BY THE UNDERSIGNED TO OR ON ACCOUNT OF

_____ FOR SAID PREMISES.

THE UNDERSIGNED FURTHER WARRANTS THAT ALL LABORERS EMPLOYED BY THEM UPON THE A
FORESAID PREMISES HAVE BEEN FULLY PAID TO THE EXTENT OF THIS RELEASE AND THAT ALL
SUPPLIES OF MATERIALS FROM THE SUPPLIERS HAVING ANY CLAIM, DEMAND, OR LIEN AGAINST
SAID PREMISES, AND FURTHER, THAT NO CHATTEL MORTGAGE, CONDITIONAL BILL OF SALE OR
RETENTION OF TITLE
AGREEMENT HAS BEEN GIVEN OR EXECUTED FOR OR IN CONNECTION WITH ANY MATERIAL
(S), APPLIANCES, MACHINERY, FIXTURES OR FURNISHINGS AND/OR SERVICES PLACED OR INSTALLED
IN THE AFORESAID PREMISES.

SIGNED THE _____ DAY OF, _____ IN

THE STATE OF _____, COUNTY OF

NAME OF CONTRACTOR/SUPPLIER

AUTHORIZED REPRESENTATIVE

NOTARY
MY COMMISSION EXPIRES

TITLE

EXHIBIT B-3
FINAL WAIVER OF LIEN

STATE OF _____
COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS THE UNDERSIGNED (NAME OF PARTY)
_____ OF

(NAME OF CONTRACTOR/SUPPLIER) _____ AT
(STREET) _____ (CITY) _____
_____ (STATE) _____ (ZIP) _____ BEING FIRST DULY SWORN

THAT HE/SHE IS THE _____ OF _____
(HEREIN AFTER REFERRED TO AS THE "COMPANY") AND IS FAMILIAR WITH THE WORK/MATERIALS
PERFORMED OR SUPPLIED TO THE PREMISES KNOWN AS (HEREIN AFTER REFERRED TO AS THE
"PREMISES". THE UNDERSIGNED, FOR AND IN CONSIDERATION OF THE ENTIRE CONTRACT SUM OF \$
PENDING THE RECEIPT OF THE SUM OF AND OTHER GOOD AND VALUABLE CONSIDERATION DOES
HEREBY WAIVE AND RELEASE ANY AND ALL LIENS, RIGHTS OF LIENS, CLAIMS OR DEMANDS WITH
RESPECT TO SAID PREMISES, ON ACCOUNT OF SAID LABOR OR MATERIAL, OR BOTH, FURNISHED
UNDER CONTRACT BY THE UNDERSIGNED TO OR ON ACCOUNT OF _____
FOR SAID PREMISES.

THE UNDERSIGNED FURTHER WARRANTS THAT ALL LABORERS EMPLOYED BY THEM UPON THE AFORESAID
PREMISES HAVE BEEN FULLY PAID TO THE EXTENT OF THIS RELEASE AND THAT ALL SUPPLIES OF
MATERIALS FROM THE SUPPLIERS HAVING ANY CLAIM, DEMAND, OR LIEN AGAINST SAID PREMISES,
AND FURTHER, THAT NO CHATTEL MORTGAGE, CONDITIONAL BILL OF SALE OR RETENTION OF TITLE
AGREEMENT HAS BEEN GIVEN OR EXECUTED FOR OR IN CONNECTION WITH ANY MATERIAL (S),
APPLIANCES, MACHINERY, FIXTURES OR FURNISHINGS AND/OR SERVICES PLACED OR INSTALLED IN
THE AFORESAID PREMISES.

SIGNED THE DAY OF _____ IN THE STATE OF _____, COUNTY OF _____

NOTARY
MY COMMISSION EXPIRES

TITLE

AUTHORIZED REPRESENTATIVE

NAME OF CONTRACTOR/SUPPLIER

EXHIBIT C - INSURANCE

Unless and until written notice is provided to Contractor by Company, all contracts entered into between Company and Contractor will be subject to this Exhibit C (Insurance) and this Exhibit C (Insurance) will be the same for all such contracts.

Contractor shall obtain and maintain the following basic types and minimum amounts of insurance during the term of this Agreement:

1. Workers' Compensation and Employer's Liability

a Coverage A - Statutory for states of operation

b Coverage B - Employer's Liability with the following limits:

\$1,000,000 Bodily Injury

\$1,000,000 Bodily Injury by Disease

\$1,000,000 Bodily Injury by Disease (Aggregate)

Broad form Employer's Liability endorsement required if performing services in WV.

2. Commercial General Liability

a \$1,000,000 per occurrence / \$2,000,000 aggregate

b Endorsement include:

i Premises / Operations

ii Products and Completed Operations

iii Blanket Contractual Liability

iv Blowout and Cratering

v Explosion, Collapse and Underground

vi Time Element Pollution

3. Automobile Liability

a \$1,000,000 CSL (combined single limit)

b Endorsements include:

i Any Auto - Symbol 1, or

ii All Owned, Non-Owned and Hired

iii MCS 90 Endorsement for FHWA and ICC Hazmat transport compliance

iv \$100,000 Cargo Insurance for transport of Company property

4. Excess or Umbrella Liability

a \$5,000,000 per occurrence / \$5,000,000 aggregate

b Endorsements include:

i Scheduling the underlying policies (CGL, Auto and EL)

ii Premises/Operations

iii Products and Completed Operations

iv Blanket Contractual Liability

v Blowout and Cratering

vi Explosion, Collapse and Underground

vii Time Element Pollution

Contractual indemnity insurance providing coverage to Company Group for Contractor's indemnity obligation under Exhibit D indemnity hereof. The policies required herein above, other than coverage for Workers' Compensation and Employer's liability, shall explicitly (a) list Company and the Company Group as an additional insured, including coverage for Company's joint or concurrent negligence; (b) provide coverage to Company for claims made by the Contractor's employees; and (c) shall provide coverage to Company notwithstanding Contractor being afforded immunity from its employees' claims by reason of being a subscriber under the Workers Compensation Act.

All of the above insurances shall be (i) primary and non-contributory; (ii) written on an occurrence basis; (iii) maintained without interruption from the date of this Agreement until the expiration or termination of this Agreement; and (iv) issued from a reputable insurance company with a minimum financial rating from a.m. best of A-, VII or better. The Commercial General Liability, Automobile Liability and Excess or Umbrella Liability insurance shall contain a waiver of subrogation against Company and each member of the Company Group.

Contractor shall provide Company, prior to executing the Agreement hereunder, with either an endorsement to the policy naming CNX Resources Corporation, CNX Midstream Partners LP, their Affiliates, and Subsidiaries and their officers, directors and employees (the CNX Parties) as additional insured; or a certificate of insurance naming the CNX Parties as additional insured. If required by ISNetWorld, Contractor shall provide to ISNetWorld evidence in the form of copies of insurance endorsements or certificates of insurance establishing that the policies required herein above (other than coverage for Workers' Compensation and Employer's liability) include a blanket additional insured endorsement for contracts between Contractor and Company.

Any ISNetworld contractor must provide the Certificate Holder listed as:

CNX Resources Corporation, CNX Midstream Partners LP, their Affiliates, and Subsidiaries
C/O ISNetworld

All policy endorsements or applicable certificates shall evidence this coverage and these terms and shall provide written notice to Company at least thirty (30) days prior to the policies being canceled.

Contractor shall be responsible for ensuring that all subcontractors are insured in accordance with the above insurance requirements while at the project site and/or performing any portion of the work.

EXHIBIT D - INDEMNITY

CONTRACTOR SHALL INDEMNIFY AND HOLD THE COMPANY, ITS PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AUTHORIZED REPRESENTATIVES, AND ALL THEIR EMPLOYEES (COMPANY GROUP), HARMLESS FROM THE PAYMENT OF ANY SUM OF MONEY WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER FEES AND EXPENSES INCURRED IN CONNECTION THEREWITH) ON ACCOUNT OF ANY LABOR, MECHANICS', MATERIALMEN'S OR OTHER LIENS AGAINST THE COMPANY'S PROPERTY BY REASON OF ANYTHING DONE OR FURNISHED IN ANY MANNER IN AID OF THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT OR ANY PART THEREOF. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND DEFEND COMPANY GROUP FROM ANY AND ALL CLAIMS AND LIABILITY FOR PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE OR DEGRADATION, AND/OR INJURY OR DEATH OF ANY PERSON, CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY ANY CONDITION OF ANY PROPERTY UNDER THE USE OR CONTROL OF CONTRACTOR, BY ANY FAILURE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, TO COMPLY WITH ANY APPLICABLE LAW, REGULATION, GOVERNMENTAL ORDER, OR PROVISION OF THIS CONTRACT, OR BY ANY OTHER CAUSE RELATED TO PERFORMANCE OF WORK UNDER THIS CONTRACT, INCLUDING THOSE CLAIMS AND LIABILITIES ALLEGED OR PROVEN TO INVOLVE COMPANY GROUP'S JOINT OR CONCURRENT NEGLIGENCE.

CONTRACTOR SHALL INDEMNIFY COMPANY PARTIES FOR CLAIMS MADE BY THE CONTRACTOR'S EMPLOYEES NOTWITHSTANDING CONTRACTOR BEING AFFORDED IMMUNITY FROM ITS EMPLOYEES' CLAIMS BY REASON OF BEING A SUBSCRIBER UNDER THE WORKERS COMPENSATION ACT.

EXHIBIT E - DRUG AND ALCOHOL TESTING POLICY

CNX RESOURCES CORPORATION CONTRACTOR AND SUB-CONTRACTOR DRUG & ALCOHOL TESTING POLICY

In June of 2008, CNX RESOURCES CORPORATION (CNX) implemented a company-wide drug and alcohol testing program for all employees. CNX is committed to maintaining a safe, healthy and productive work environment that is free from the adverse effects of drugs and alcohol. The importance of work performed is such that the work environment at every location must be free from the adverse effects of drugs and alcohol. Due to the integral role contractors and sub-contractors play at CNX sites, CNX feels strongly that its contractors and sub-contractors share CNX's commitment to a drug and alcohol free workplace. This can be accomplished only by establishing drug and alcohol testing programs that maintain such an environment.

CONTRACTOR AND SUB-CONTRACTOR DRUG & ALCOHOL REQUIREMENTS:

1. All contractors/sub-contractors must have an independent drug and alcohol testing program or belong to a consortium that complies with CNX requirements as well as applicable federal, state and local laws.
2. All contractors/sub-contractors having an independent drug and alcohol testing program must have a MEDICAL REVIEW OFFICER (MRO). A medical review officer is a licensed physician with the requisite knowledge, experience, training and qualifications, who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
3. Drug and alcohol testing sample collection must be performed by a certified collector or a certified third party collector (TPA).
4. Analysis of urine samples must be performed by a Health and Human Services (HHS) / Substance Abuse and Mental Health Services Administration (SAMHSA) CERTIFIED LAB in compliance with Title 49 CFR Part 40 (even for non-DOT-mandated drug and alcohol tests).
5. "Quick Tests" and/or "Rapid Tests" are NOT acceptable for Pre-employment, Reasonable Suspicion, and Random Testing. "Quick Tests" may be used for Post-Accident testing ONLY provided that all urine samples are sent to a certified lab for confirmation, and "Quick Tests" are acceptable per applicable state and federal laws.
6. All contractor/sub-contractor employee(s) whose drug and/or alcohol tests are verified POSITIVE by a medical review officer or refuse testing are NOT permitted to work at a CNX site now or anytime in the future. The contractor will prevent any employee who fails testing under the program from working on a site owned or operated by CNX RESOURCES CORPORATION or any of its affiliates.
7. Contractors/sub-contractors currently testing under DOT regulations must test per DOT requirements/thresholds and must ALSO test under CNX's drug and alcohol requirements for Pre-Employment, Random, Post-Accident and Reasonable Suspicion. This may mean the administration of two tests to an employee under some circumstances.
8. All contractors are responsible for their sub-contractors' compliance with CNX's Contractor and Sub-contractor Drug & Alcohol Testing Policy requirements.
9. The contractor will make available to CNX, or its designee, upon request, certified laboratory results that prove the existence of a drug and alcohol testing program that complies with CNX requirements.

TESTING REQUIREMENTS:

1. Pre-Employment/Pre-Access Testing: All contractor/sub-contractor employee(s) that will or may work at a CNX site are required to be tested prior to employment. An employee who is subject to pre-employment testing for drugs or alcohol under the DOT preemployment testing program must also be subject to CNX's drug testing requirements.
2. Reasonable Suspicion Testing: All contractor/sub-contractor employee(s) assigned to a CNX site suspected of being impaired by drugs and/or alcohol may be drug and alcohol tested immediately, removed from the CNX site and banned from returning upon confirmation of a positive drug or alcohol test. This includes, but is not limited to, the following:
 - Reporting for work after having used drugs and/or alcohol.
 - Possessing illegal substances/paraphernalia/alcohol on a CNX site.
3. Post-Accident/Incident Testing: All contractor/sub-contractor employee(s) involved in an accident at a CNX site resulting in off-site medical treatment to himself/herself or another employee, or an incident resulting in significant disruption of the operations at the facility (as determined by CNX and its affiliates), are required to be tested for drugs and alcohol upon receiving treatment.

Additionally, all other contractor/subcontractor employees involved in the accident must be tested immediately after the accident. An employee who is subject to post-accident testing for drugs or alcohol under the DOT postaccident testing program also is subject to CNX's post-accident drug and alcohol testing requirements, which are broader than DOT's requirements.

4. Random Testing: All contractors/sub-contractors are required to randomly drug and alcohol test at least 25% of their employees that perform or may perform work at a CNX site, annually. This requirement is separate and apart from, and in addition to, DOT's random drug and alcohol testing requirements.

5. Alcohol Testing: All contractor/sub-contractor employee(s) must be subject to alcohol testing via breathalyzer or blood alcohol test ONLY. DOT testing must be conducted via breathalyzer. Alcohol testing must be performed as part of reasonable suspicion, postaccident and random drug and alcohol testing.

MINIMUM REQUIRED SUBSTANCES:

1. Alcohol
2. Amphetamine or Methamphetamine
3. Cannabinoids
4. Benzoyllecgonine
5. Opiates
6. Phencyclidine
7. Barbiturates
8. Benzodiazepines
9. Methadone
10. Methaqualone
11. Expanded Opiates / Synthetic Narcotics
12. Propoxyphene
13. 6-Acetylmorphine
14. Ecstasy

MINIMUM REQUIRED TESTING THRESHOLDS FOR DRUGS:

The following cutoff levels will be used when initially screening a urine specimen for drugs:

Substance	Threshold
Amphetamine	500 ng/ML
Methamphetamine	500 ng/ML
Barbiturates	200 ng/ML
Benzodiazepines	200 ng/ML
Cannabinoids ("Marijuana", THC metabolites)	50 ng/ML
Benzoyllecgonine (Cocaine metabolite)	150 ng/ML
Methadone	300 ng/ML
Methaqualone	300 ng/ML
Opiates	300 ng/ML
Expanded Opiates/Synthetic Narcotics	300 ng/ML
Phencyclidine	25 ng/ML
Propoxyphene	300 ng/ML
6-Acetylmorphine	10 ng/ML
Ecstasy	500 ng/ML

A test yielding a concentration at or greater than the concentrations shown above will be considered a laboratory positive test result and will be subject to confirmation.

Laboratory positive test results based on the above initial screening will be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS), or other forms of Mass Spectrometry as approved by HHS / SAMHSA, at the following cutoff levels:

Substance	Threshold
Amphetamine	250 ng/ML
Methamphetamine*	250 ng/ML

Barbiturates 200 ng/ML
Benzodiazepines 200 ng/ML
Cannabinoids ("Marijuana", THC metabolites) 15 ng/ML
Benzoylecgonine (Cocaine metabolite) 100 ng/ML
Methadone 200 ng/ML
Methaqualone 200 ng/ML
Opiates 300 ng/ML
Expanded Opiates/Synthetic Narcotics** 300 ng/ML
Phencyclidine 25 ng/ML
Propoxyphene 200 ng/ML
6-Acetylmorphine 10 ng/ML
Ecstasy*** 250 ng/ML

* - Specimen must also contain Amphetamine at a concentration equal to or greater than 100ng/ML.

** - Expanded Opiates include: Hydrocodone, Hydromorphone and Oxycodone

*** - MDMA (Methylenedioxymethamphetamine)

*** - MDA (Methylenedioxyamphetamine)

*** - MDEA (Methylenedioxyethylamphetamine)

ALCOHOL TESTING:

- For a (non-DOT-mandated) Post-Accident test; a breath or blood alcohol test yielding a 0.02 BAC or greater will be considered a positive result.

- For all other tests, including all DOT-mandated alcohol tests; a breath or blood alcohol test yielding a 0.04 BAC or greater will be considered a positive result.

AUDITING:

- CNX has the right to audit records to determine compliance with the CNX's Contractor and Sub-contractor Drug & Alcohol Testing Policy requirements.

CONTRACTOR/SUB-CONTRACTOR COMPLIANCE MONITORING:

CNX has established a business relationship with TEAM Alert to serve as CNX's Non-DOT Contractor Drug & Alcohol Compliance Monitoring provider. As a result of this partnership, all contract companies are required to become subscribers to TEAM Alert's system. All contract companies will be subjected to an Initial, Bi-Annual Statistical, Quarterly Compliance and On-site Audits through TEAM Alert.

The following steps are needed to comply with CNX's Drug and Alcohol requirements:

1. Subscribe to TEAM Alert's system at www.tpsalert.com.
2. Adopt/Acknowledge the CNX Contractor Drug & Alcohol Drug Free Workplace Policy Addendum (occurs during the electronic registration at www.tpsalert.com).
3. Select one of two options for complying with the Contractor Drug & Alcohol Compliance Monitoring. These options include:
 - a. Option 1: Your organization can utilize Team Professional Services (TEAM) as your third party administrator (TPA) for your company's D&A Policy/Program. TEAM will then provide CNX with the data required to establish conformance with CNX's requirements. Pricing for this service will be determined between each Contractor Company and Team.
 - b. Option 2: Your organization can continue to utilize existing systems to administer your D&A Policy/Program and establish conformance with CNX's requirements by providing reports documenting compliance to TEAM Alert. The reports will be audited by TEAM Alert and results reported to CNX.

Regardless of which option is selected, your organization's compliance status will be determined by TEAM Alert and then reported to CNX through ISNet World. Status will be based on timely reporting of data and compliance with the CNX requirements outlined in the Contractor Drug and Alcohol Drug Free Workplace Policy Addendum. Any company with a failing grade will be prohibited from performing services on CNX property until corrective action is taken to become fully compliant.

EXHIBIT F - CONTRACTOR PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS

REMEMBER- YOU MUST BE WEARING -ALL- OF THE FOLLOWING PROTECTIVE ITEMS BEFORE YOU ENTER OR LEAVE YOUR STAGING AREA. THIS PPE WILL NOT BE PROVIDED BY THE FACILITY.

CONTRACTORS PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS:

HARD HAT - EVERY EMPLOYEE MUST WEAR AN APPROVED HARDHAT. IT MUST BE IN GOOD CONDITION WITH NO CRACKS. IT MUST HAVE AT LEAST 6 INCHES OF BLUE REFLECTIVE TAPE ON BOTH SIDES AND THE BACK. THE EMPLOYEES FIRST AND LAST NAME IN AT LEAST 1/2" LETTERS AND THE COMPANY NAME OR LOGO MUST BE ON THE HARD HAT. (ON THE SURFACE, WHEN OPERATING IN TOTALLY ENCLOSED CABS, WORKING IN PROCESSING PLANT CONTROL ROOMS, AND ON RIVER BARGES, HARD HATS MAY BE REMOVED ONLY FOR THOSE TASKS.)

EYE PROTECTION - SAFETY GLASSES WITH SIDE SHIELDS MUST BE WORN AT ALL TIMES. PRESCRIPTION EYE GLASSES MUST MEET THE ANSI STANDARD. ADDITIONAL EYE PROTECTION MAY BE REQUIRED BY SITE/TASK SPECIFIC HAZARD TRAINING. (WHEN OPERATING IN TOTALLY ENCLOSED CABS, SAFETY GLASSES MAY BE REMOVED ONLY WHILE IN CONFINES OF THE CAB.) EYE PROTECTION FOR CNX GAS WORK ONLY- SAFETY GLASSES WITH EYE PROTECTION MUST BE WORN AT ALL TIMES DURING WORKING HOURS, EXCEPT IN THOSE LOCATIONS SITE MANAGEMENT DETERMINES SUCH IS UNNECESSARY. ADDITIONAL EYE PROTECTION MAY BE REQUIRED BY SITE/TASK SPECIFIC HAZARD TRAINING. WHEN OPERATING IN TOTALLY ENCLOSED CABS, SAFETY GLASSES MAY BE REMOVED ONLY WHILE IN THE CONFINES OF THE CAB. SUNGLASSES OR TINTED LENSES SHALL NOT BE WORN IN LOW LIGHT AREAS. EXCEPTIONS MUST BE APPROVED IN WRITING BY THE VICE PRESIDENT-SAFETY AND THE VICE PRESIDENT OPERATIONS.

HEARING PROTECTION - EVERY EMPLOYEE MUST HAVE HEARING PROTECTION AVAILABLE FOR USE AT ALL TIMES. IT IS POLICY THAT YOU MUST WEAR YOUR HEARING PROTECTION IN DESIGNATED AREAS.

CLOTHING - ALL EMPLOYEES ARE REQUIRED TO WEAR APPROPRIATELY FITTING CLOTHING. THIS MEANS NO CLOTHING THAT IS EXCESSIVELY BAGGY OR LOOSE. LONG SLEEVE SHIRTS (WHICH COVERS THE ENTIRE ARM) ARE REQUIRED WHILE WORKING ON THE SURFACE. AT THIS TIME, EMPLOYEES WORKING IN ENCLOSED CABS AND PERSONS WORKING IN PREPARATION PLANTS ARE EXCLUDED FROM THIS REQUIREMENT. THE USE OF COTTON OR FLAME RESISTANT CLOTHING IS RECOMMENDED. FIRE RESISTANT CLOTHING MAY BE MANDATED ON SITE SPECIFIC LOCATIONS.

DRILLING OPERATIONS - PERSONNEL ARE REQUIRED TO WEAR FLAME RESISTANT CLOTHING (LONG SLEEVED) AS REQUIRED ON SITE/TASK SPECIFIC LOCATIONS SUCH AS OIL & GAS DRILLING, WELL SERVICING OR OIL AND GAS PRODUCTION-RELATED OPERATIONS WHEN THERE IS A POTENTIAL FOR FLASH FIRE HAZARDS AS OUTLINED IN OSHA MEMORANDUM DATED MARCH 19, 2010 (ID 27296). THIS INCLUDES DRILLING OPERATIONS FOR BOREHOLES, COREHOLES, WELLS, AND WELL PLUGGING. FLAME RESISTANT CLOTHING IS REQUIRED WHILE ON THE PAD SITE.

ESTABLISHED SITES - FLAME RESISTANT CLOTHING (LONG SLEEVED) CLOTHING IS REQUIRED WHEN PERFORMING ANY DUTIES INSIDE THE FENCE AT ANY ESTABLISHED DEGAS PUMP, DEGAS BOREHOLE, CCR HOLE AND SURFACE SEAL MONITORING BORE HOLE.

IN THE EVENT THE BOREHOLE, WELL, PUMP OR BOREHOLE IS NOT PROVIDED WITH FENCING PERSONNEL SHALL NOT APPROACH WITHIN 25' WITHOUT FR CLOTHING

CLOTHING FOR CNX GAS WORK ONLY- ALL EMPLOYEES ARE REQUIRED TO WEAR APPROPRIATELY FITTING CLOTHING. THIS MEANS NO CLOTHING THAT IS EXCESSIVELY BAGGY OR LOOSE. *THE USE OF FLAME RESISTANT CLOTHINGS IS REQUIRED ON SITE/TASK SPECIFIC LOCATIONS SUCH AS OIL AND GAS DRILLING, WELL SERVICING OR PRODUCTION-RELATED OPERATIONS WHEN THERE IS A POTENTIAL FOR FLASH FIRE HAZARDS AS OUTLINED IN OSHA MEMORANDUM DATED MARCH 19, 2010 (ID 27296). SITE SPECIFIC HAZARD TRAINING WILL FURTHER DEFINE SPECIFIC LOCATIONS/TASKS.*

REFLECTIVE MATERIAL - THERE MUST BE A MINIMUM OF 24 SQUARE INCHES OF HIGH-VISIBILITY (REFLECTIVE AND FLUORESCENT) MATERIAL ON THE UPPER TORSO OF THE FRONT AND BACK OF THE OUTER LAYER OF CLOTHING. ADDITION REFLECTIVE HIGH-VISIBILITY (REFLECTIVE AND FLUORESCENT) MATERIAL IS REQUIRED ON EACH SIDE (ARMS AND/OR TORSO) OF THE OUTER LAYER OF CLOTHING TO PROVIDE 360 VISIBILITY. REFLECTIVE MATERIAL INCORPORATED ON SUSPENDERS DOES NOT COUNT AS PART OF THE 24 SQUARE INCH REQUIREMENT.

REFLECTIVE MATERIAL FOR CNX GAS WORK ONLY- HIGH VISIBILITY CLOTHING- AT A MINIMUM THERE MUST BE SUFFICIENT REFLECTIVE AND HIGH VISIBILITY MATERIAL TO PROVIDE VISIBILITY FROM ALL DIRECTIONS ON THE OUTERMOST LAYER OF CLOTHING ON ARMS AND OR/TORSO. YOU HAVE SEVERAL MEANS AVAILABLE TO COMPLY WITH THIS STANDARD SUCH AS REFLECTIVE VESTS, BELT SHOULDER STRAPS, SEW ON OR IRON ON MATERIAL, ETC. (NOTE: IN AREAS WHERE FLAME RESISTANT CLOTHING IS REQUIRED, THIS HIGH VISIBILITY CLOTHINGS MUST ALSO BE FLAME RESISTANT.) EVERY PERSON WITH LESS THAN SIX MONTHS OF RELEVANT FIELD EXPERIENCE MUST AFFIX A 1" DIAMETER ORANGE REFLECTIVE DOT ON THE REQUIRED REFLECTIVE TAPE ON BOTH SIDES AND THE BACK.

METACARPAL GLOVES FOR CNX GAS WORK ONLY - METACARPAL GLOVES MUST BE WORN AT ALL TIMES BUT MAY BE REPLACED WITH OTHER APPROPRIATE GLOVES (AS DETERMINED BY SITE MANAGEMENT) WHEN PERFORMING SPECIALITY TASKS SUCH AS ELECTRICAL WORK, HANDLING OILY AND/OR GREASY MATERIAL, HANDLING CERTAIN CHEMICALS, OPERATING CONTROLS, WELDING ETC. IMMEDIATELY UPON COMPLETING THE "SPECIALTY TASK" METACARPAL GLOVES MUST BE WORN. (WHEN OPERATING IN TOTALLY ENCLOSED CABS, METACARPAL GLOVES MAY BE REMOVED ONLY WHILE IN THE CONFINES OF THE CAB).

LEG BANDS - PANT LEGS BOTTOMS MUST BE SECURED OR BLOUSED AT ALL TIMES.

METATARSAL BOOTS FOR CNX GAS WORK ONLY- METATARSAL BOOTS- METATARSAL BOOTS ARE REQUIRED AT ALL TIMES UNLESS A WRITTEN APPROVED EXCEPTION HAS BEEN GRANTED BY THE VP OPERATIONS AND VP-CORPORATE SAFETY.

Exhibit G- Background Check Guidelines

Introduction and purpose

CNX RESOURCES CORPORATION, (CNX) strives to provide a safe and secure workplace for its employees, customers, shareholders, and the communities in which they operate. A key factor is to know who is working on CNX property and that a proper background screening has been performed on such persons. To that end, CNX has adopted Contractor Background Check Guidelines (the "Guidelines") effective June 1, 2013 which are required for "A" and "B" contractors to follow for all newly hired employees who will work on CNX property.

Elements

The following areas are required "core" elements to be performed by the contractor.

1. Social Security Number (SSN) verification (instant address link or skip trace)
This verifies a person's social security number and address provided on his/her application.

2. I-9 form identification and citizenship verification

This is required under federal employment law and is included in this list of requirements as an auditable program element.

3. Federal, state, and county/local criminal history check This searches court records based on the applicant's past locations of residence and employment for criminal convictions for the maximum time period permitted by applicable state law.

4. Employment history check

Contractor must submit to CNX Resources by email at brcheck@cnx.com a complete roster of all of Contractor's and its subcontractor's employees who will be working on CNX property prior to the commencement date of any work if practical, but in any event no later than five (5) days after the commencement date.

5. Education verification

This requirement verifies that a job applicant possesses and maintains all required diplomas, degrees, licenses and/or certifications required for his/her position with

Contractor and that the applicant is in good standing with any licensing authority responsible for regulating such license, certification or other requirement.

6. Department of motor vehicles

This requires a check for driving records under applicable state law for persons who will be driving a Contractor-owned vehicle on CNX property or for the contractor while providing services to CNX. The check would verify current operator status and/or suspension status of driving privileges.

7. Other

Certain job-specific types of checks, not detailed here, that may be appropriate to add in certain cases to the "core" requirements include: credit check, bankruptcy search, liens and judgments, and reference checks, in each case, in compliance with applicable federal, state and local law.

8. Sound business judgment

Sound business judgment should be used by the contractor in making hiring decisions based on the above elements, including the applicant's suitability for the position. CNX reservation of rights; right to audit; certification of contractor
CNX reserves the right to reject an individual employee proposed by contractor for work on CNX property, subject to applicable federal, state and/or local law (if any). CNX reserves the right to audit contractor's compliance with these guidelines. Contractor shall be required periodically to certify its compliance with these guidelines at the request of CNX or its designee.

Independent contractor: no joint venture, etc.

Contractor is and shall remain at all times an independent contractor. No joint venture, partnership, joint employment or similar relationship exists between contractor and CNX. Questions

If you have any questions regarding these guidelines, please contact:

TEAM Alert

E-mail: cnxbackground@tpsalert.com

Phone: 918-970-4990

EXHIBIT B
CNX's Invitation for Bids



INVITATION FOR BIDS
EXPANSION OF MORRIS COMPRESSOR STATION
GREENE COUNTY, PA

10/9/2018

Project Scope Statement: CNX Midstream Partners LLC (CNXM) is requesting bids from qualified CONTRACTORS to provide labor, materials, tools and equipment necessary for the expansion of Morris Compressor Station detailed below. The CONTRACTOR is intended to act as the General CONTRACTOR responsible for all civil, mechanical, electrical and instrumentation work. CONTRACTOR is expected to be proactive in planning with all other CNXM groups and CONTRACTORS.

Station expansion will handle (3) Tiers of Service (inlet gas pressures) as follows, Free Flow: 600-1440 psig, Tier 1: 300-600 psig, and Tier 2: 150-300 psig. Free flow and Tier 1 services are ANSI 600 systems rated for 1440 psig. Expansion of the station includes Tier 1 and Tier 2 service with inlet filtration, compression and dehydration with anticipated TIL date of 6/1/2019.

The CNXM Engineering team is currently at the 60% review milestone with the design drawings. Most equipment has been purchased and other equipment and long lead materials are in the process of being bid out. The intent of this RFP is to pick a CONTRACTOR in the early phases to ensure availability for the construction phase of the project. CNXM is requesting a pricing for the work detailed in this and all accompanying documents based on the current schedule and 60% design set. The structure of this bid is T&M plus fixed markup of labor and materials. The lump sum will be compared to other CONTRACTOR bid pricing as well as the budgeted amount. The CONTRACTOR is required to include all assumptions and completely fill out the SOV document based on experience and provided documentation. Once IFC drawings have been developed, the CONTRACTOR will have the opportunity to apply pricing to the updated plansets quantities to firm up the project cost. CNXM and the CONTRACTOR will work together to agree on final pricing prior to a final PO being issued. CNXM has developed a list of Key Performance Indicators (KPIs) that the CONTRACTOR will be graded on. Upon award CNXM and the CONTRACTOR will develop an agreed upon bonus based on KPI performance.

1. Instruction to Bidders

- a. COMPANY is referring to CNX Midstream
- b. CONTRACTOR is referring the successful bidder.
- c. All bids are to be entered into your respective company Response Folder in the ShareFile Bid System. Do not email your bid, it must be submitted into the system for acceptance.
- d. Bids shall be submitted to ChaseDavis@CNX.com and must include all CONTRACTOR submittals described in section 6 "CONTRACTOR Submittals".
- e. COMPANY maintains the right to award this project to any CONTRACTOR.
- f. All questions shall be emailed to ChaseDavis@CNX.com. Chase will combine questions and distribute to the COMPANY team to answer and be redistributed to all bidders.

2. Communication

- a. The COMPANY will have a dedicated Project Engineer and Construction Foreman throughout project.

EXHIBIT

1

exhibits.ticker.com

Name	Phone Number	Email Address
Chase Davis – Supply Chain	(724) 485-3801	ChaseDavis@cnx.com
Aaron Currey – Supply Chain	(724) 485-3031	AaronCurrey@cnx.com
Carissa Hansen – Project Engineer	(724) 485-3050	CarissaHansen@cnx.com
Kevin Dunn – Construction Foreman	(724) 350-4259	KevinDunn@cnx.com
Ryan Aubuchon – Supervisor Engineering	(314) 304-7922	RyanAubuchon@cnx.com
Dennis Koscho- Construction Manager	(724) 464-1597	DennisKoscho@cnx.com

3. Project Description

a. Summary

i. Morris Compressor Station expansion includes,

1. Pig Receivers
2. Suction piping header for new Tiers of service
3. Inlet Slug Catchers
4. Inlet Filtration
5. Compression
 - a. Remove (2) 3516 leased gas fired compressors
 - b. Install (3) 3608 (gas fired with electric powered coolers)
6. Dehydration
 - a. Install (1) 200MM dehy contact tower
 - b. Install (1) 2.5 MMBTU Reboiler
7. Post Dehydration filtration
8. Tanks
 - a. Remove existing tank farm
 - b. Install new tank farm (2) 400 BBL tanks and (1) 450BBL tank
9. Metering, control valves
10. Electrical and Instrumentation and grounding
 - a. Powerline and substation (provided by others)
11. Air Compressor building and process piping
12. Fuel gas conditioning skid and associated piping
13. Discharge piping

b. Status

- i. The current AQ permit allows for the installation of the second dehy and the replacement of the (2) 3516's for 3608's. The AQ permit modification will require approval before construction of the new tank farm can begin, affecting when the exiting tanks can be removed and deep foundations installed for additional compression. Construction for work already approved is expected to start immediately, with the remainder to follow as soon as the AQ permit is approved. The AQ permit is anticipated to be approved by 2/9/19.

c. Address

- i. 293 Stringtown Road, Graysville, PA

d. Coordinates

- i. 39.944927, -80.371284

e. Approved Haul Routes will be provided prior to mobilization

4. Scope of Work

- a. This project includes civil, structural, mechanical, electrical and instrumentation construction of the above-mentioned facility per the provided drawings and requirements described in this document. The pad, access road, powerline, and substation will be completed by others.
- b. Mobilize to site and provide survey support, layout and install all foundations.
- c. Offload and set/install all major equipment including,
 - i. (2) – NDS 72" Horizontal Type Slug Catcher
 - ii. (1) – PECO Gemini 54" Horizontal Filter Separator (Tier 2b Inlet)
 - iii. (2) – CAT 3608 / Ariel Compressor Packages
 - iv. (3) – PECO Gemini 42" Horizontal Filter Separators (Dehy)
 - v. (1) – Shultz 40" Horizontal Filter Separators (Dehy)
 - vi. (2) – 72" Contact Tower – instrumentation provided.
 - vii. (1) – 2.5 MMBTU/hr Glycol Regenerator and Envirotherm Enclosed Ground Flare
 - viii. (1) - Instrument Air Building
 - ix. (1) MCC Building & Backup Generator
 - x. (2) 400bbl and (1) 450bbl produced water tanks
 - xi. (1) – Aeron VDU unit
 - xii. All Interconnect Piping, Valves, Pipe Supports, Steel Structures, Buildings, Etc. per provided drawings
 - xiii. Instrumentation, including mounting, tubing, and electrical terminations
 - xiv. Electrical cable/conduit, cable racks, cable trays and all electrical terminations
 - xv. Cathodic Protection and Grounding System
 - xvi. Yard Lights
 - xvii. Fencing and Vehicle Barriers
- d. Final Pad Grading

5. Schedules

- a. Use Table 1 and Table 2 below for bidding purposes. Major equipment delivery schedules are subject to change.
- b. CONTRACTOR is responsible for providing schedule and manpower necessary to meet TIL date.
- c. Posted blackout times must be strictly observed.
- d. Normal weather conditions for the time of year should be considered in the proposal. CONTRACTOR should prepare for anticipated weather events for effective schedule management.
- e. CONTRACTOR is required to maintain a detailed construction schedule to meet the Mechanically Complete, Electrically Complete, and fully commissioned project schedules. This schedule should be in GANTT chart form and updated at weekly construction meetings and distributed to everyone involved with the project. Any changes to the originally agreed upon milestones above must be cleared with the Manager of Construction and the Project Engineer prior to sending out the updated schedule.

Table 1 : Bid Schedule

Date	Description
10/9/18	Issue RFP
10/9/18	Bid Review Meeting
10/16/18	Site Visit
10/19/18	Bid Questions Due
10/26/18	Bids Due
10/30/18	Clarifications
11/1/18	Award Project

Table 2: Project Schedule

Date	Description
11/5/18	Construction Kickoff Meeting
11/19/18	IFC Equipment Drawings – Approval to Start Shop Fabrication
TBD	PVF – Delivery to CONTRACTOR Fabrication Shop
10/15/2018	90% Drawing Package Review
02/09/19	AQ Permit Approved
2/1/19	Compressor Delivery (earliest)
2/1/19	Slug Catcher Delivery
2/15/19	Dehy Train Delivery
12/15/18	Filters Delivered
2/15/19	Ground Flare Delivery
TBD	MCC Building
TBD	Instrument Air Building
TBD	Back Up Generator
TBD	Building Erection – By Others
TBD	Powerline and Substation Complete
5/4/2019	Mechanically Complete
5/4/2019	Electrically Complete
5/30/2019	Commissioning Complete
5/31/2019	PSSR
6/1/2019	Expansion Complete – Safe to flow

6. Bid Instructions

- a. CONTRACTOR is required to complete the attached Schedule of Values (SOV) to provide Lump Sum pricing for the facility work. Sections labeled T&M are to be filled out as a lump sum. Completion of T&M work must be agreed upon in the field by CONTRACTOR and COMPANY Foreman prior to invoicing. The following documents are required at time of bid submittal.
- b. Proposal Letter
- c. Completed SOV in Excel format
- d. Proposed Project Schedule

- e. Resumes for expected Superintendent, Project Manager, and other project leadership, including subcontractors.
- f. List of subcontractors that will be utilized
- g. Time and Material rates for Labor and Equipment
- h. List of all assumptions and clarifications.
- i. Submittals must be uploaded to your respective COMPANY Response Folder in the ShareFile Bid System no later than 5PM on the day bids are due. Please contact Chase Davis with any ShareFile issues prior to the time bids are due.

7. COMPANY Responsibilities

- a. Pad and Access Road Construction
- b. Powerline and Substation Construction
- c. SOW, SOV, and detailed drawings (IFC Drawings)
- d. COMPANY Design & Construction Standards
- e. Inspection Services
- f. NDT Services
- g. Major Equipment – Filters, Meter, Tanks, Control Valves, etc.
- h. Pipe, valves, fittings, nuts, bolts, and gaskets that are 8" and larger.
- i. Instruments
- j. Anodes, Test Stations, and SSD's
- k. Structural Steel

8. General Requirements

- a. CNX Safety Training for all personnel working on site including subcontractors.
- b. Attend Weekly Construction Meetings
- c. Provide an office trailer
- d. CONTRACTOR's work and storage areas are to be kept clean, neat, and orderly. CONTRACTOR will be responsible for providing a dumpster and trash containers throughout the work space.
- e. CONTRACTOR is responsible for providing survey services to confirm spacing, elevations, etc. Permanent benchmark information will be provided by CNXM. CONTRACTOR is responsible for preserving established stakes or benchmarks.
- f. CONTRACTOR is responsible for providing appropriate sanitation facilities to accommodate staffing for the project as outlined by OSHA.
- g. A Project Status Update call will be held weekly with all stakeholders until project closeout is complete. Project control documentation needs submitted by COB on day prior to call. The call schedule shall be established upon project kickoff.
- h. A detailed schedule with Gantt chart is required detailing construction plan and construction progress. The schedule should be updated weekly after the weekly construction meeting and distributed to the project team. Any deviations in the schedule should be highlighted.
- i. The CONTRACTOR's Project Management representative is required for maintaining Percent Complete, Request for Information, Change Order Request, and Change Order Log documentation.

- j. Percent Complete documentation shall be submitted every two weeks. CONTRACTOR can invoice against the agreed amount once approved and returned by the Construction Foreman.
- k. CONTRACTOR is to notify the Construction Foreman and Facilities Engineer immediately upon identifying the potential for exceeding the established Purchase Order. No unbudgeted work is to be performed.
- l. Daily time logs are to be filled out to include equipment, labor, and materials for unbudgeted work and approved by the Construction Foreman in preparation for change order.

9. Safety / Environmental Requirements

- a. 2018 CNXM Hazard Training is required for all CONTRACTOR employees and subcontractors. Hazard training is conducted weekly at CNX Gas Training Academy.
- b. OSHA 10 hr or approved equivalent is required prior to CNXM Hazard Training.
- c. CONTRACTOR must comply with all COMPANY PPE requirements including but not limited to FR clothing, metatarsal gloves, metacarpal boots, safety glasses, hard hat, and hearing protection.
- d. An on-site kickoff meeting will be conducted with field crews prior to starting the job.
- e. Morning safety meetings followed by a superintendent's coordination meeting.
- f. Daily Paperwork- Risk Assessments, Equipment Inspections, Hot Work Permits, Lift Plans, etc.
- g. Gas detectors are required and must be bump tested daily.
- h. CONTRACTOR shall conduct at minimum a weekly safety review and provide a report to CNXM.
- i. Smoking is only permissible in designated smoking areas.
- j. All personnel must familiarize themselves of the station alarms and respond appropriately. Muster point signs are posted and shall be identified.
- k. Spill kits must be made available to adequately address LOPC incidents.
- l. Secondary containment must be provided for generators, light plants, fuel tanks, chemical storage areas, air compressors, and other fixed equipment.
- m. Storage containers must be labeled.
- n. Trigger locks must be removed from refueling equipment.
- o. All incidents, regardless of severity, must be immediately reported to on site CNXM construction representative and site management.
- p. CONTRACTOR to conduct E/S inspections weekly, after significant weather events, and provide maintenance for E/S controls.

10. Material Requirements

- a. Tracking of all materials, MTRs, delivery documents, and verification that they meet the design requirements.
- b. Most equipment and materials will be delivered to site, but CONTRACTOR is expected to make runs to COMPANY Rice's Landing yard or supply houses as needed.

- c. Pipe, Valves, Fittings that are smaller than 8" N.D are CONTRACTOR responsibility, but must adhere to COMPANY AML.
- d. One off needs of 8" and larger will be the CONTRACTOR's responsibility to procure. The COMPANY has an agreement with DNOW that the CONTRACTOR can procure these parts directly to a COMPANY PO. If the part is unavailable the CONTRACTOR may go elsewhere to procure with COMPANY approval and following the COMPANY AML.
- e. Flange bolt up kits (studs, nuts, washers & gaskets) smaller than 8" N.D.
- f. Insulating Gasket Kits
- g. Stainless Steel Tubing
- h. Coating Materials
- i. All electrical material, including grounding, heat trace, and insulation.
- j. All civil material
- k. All structural steel
- l. Fencing and vehicle barriers
- m. Yard Lights
- n. The CONTRACTOR shall provide all tools, equipment, competent labor, supervision, consumables, and services for the successful completion of work as outlined in the RFB and Bid Documents.
- o. All Material and Services not listed in "COMPANY RESPONSIBILITIES"

11. Civil Requirements

- a. CONTRACTOR is responsible for performing the One Call
- b. CONTRACTOR is responsible for installation of fabric and final pad grading per drawings
- c. CONTRACTOR is responsible for all excavation and back fill
- d. CONTRACTOR is responsible for all foundation material and installation
- e. CONTRACTOR is responsible for all civil materials including stone, sand, flowable fill, concrete, rebar, anchor bolts, forms, structural steel, padding material etc.
- f. CONTRACTOR is responsible for seed and mulch in areas that previously contained vegetation and were disturbed by the CONTRACTOR.
- g. CONTRACTOR is responsible for verifying foundation locations and elevations and maintaining survey control during construction of the project. If "randoms" or Field Weld Tie-Ins are not designed into shop fabricated spools, the CONTRACTOR is responsible for surveying tie-in points and confirming shop fabrications will fit up prior to installation.
- h. CONTRACTOR is responsible for securing all piping and equipment to foundations per provided drawings.
- i. Third party testing for concrete is to be provided by the CONTRACTOR. The third party's scope of work is to include collection of samples and break analysis for each foundation per CNXM's Concrete Specification 10-15-15 REV3 document (7 days, 28 days, and hold). Data is to be submitted to CNXM as soon as breaks are conducted and included with the completed job book.

12. Mechanical Requirements

- a. CONTRACTOR is responsible for the material, fabrication and installation of all pipe supports, foundations, and installation of COMPANY provided maintenance platforms, steps, and staircases.
- b. CONTRACTOR shall submit a lift plan to COMPANY 48 hours prior to lift, COMPANY maintains the right to classify any lift as a "Critical Lift".
- c. CONTRACTOR is responsible for providing appropriate sanitation facilities to accommodate staffing for the project as outlined by OSHA.
- d. Specialty items and equipment such as cranes, forklifts, man lifts, rigging materials, welding rigs, welding consumables, scaffolding, fuel, coating materials, pressure testing materials, PPE, spill kits, temporary containments, etc. shall be the responsibility of the CONTRACTOR and included in the proposal cost submission. CONTRACTOR should note accessibility constraints for the project and be willing to coordinate site work with other parties.
- e. CONTRACTOR is to provide temporary office space with internet communication.
 - i. Power is scheduled to be installed prior to mobilization; however, the CONTRACTOR is to assume providing a temporary generator with grounding and containment for bid purposes.
 - ii. The CONTRACTOR is encouraged to supply a break trailer for their staff.
- f. Escorts must be used for tractor trailer deliveries. Blackout times must be observed and the roadway kept clean at the entrance of location.
- g. Commissioning support includes (2) pipe fitters, (1) electrician, and applicable equipment (i.e., man basket, fork lift, telehandler) for during commissioning phase through TIL.
- h. The As-Built job book is considered a living document and should be assembled during the project as fabrication is underway. A third party will be hired by the COMPANY to QA/QC the job book for completeness and verify material standards. The CONTRACTOR is responsible for taking lead at assembling, organizing, and verifying all documentation is correct including MTR's, test records, weld maps, bills of lading, X-Ray reports, etc. Refer to the As-built documentation guide provided with the bid for full details.
- i. **Materials**
 - i. All material is to have the proper paper work (MTR', etc.) before installation. Documentation is to be organized and incorporated into the job book upon installation.
 - ii. A materials manager is responsible for accounting for all materials, verifying material meets specs, verifying all paperwork is accounted for, identifying missing or extra parts, and ordering missing materials.
 - iii. All material and equipment is to be visually inspected for integrity prior to use. Defective or damaged material needs reported to the Construction Foreman immediately.
- j. **Equipment**
 - i. CONTRACTOR is responsible for offloading all equipment, Crane and equipment loading details shall be provided with bid.

k. Piping

- i. CONTRACTOR is responsible for fabrication, pressure testing, drying, coating, and installation of all pipe, valves, and fittings.
- ii. CONTRACTOR is responsible for holiday inspection for all buried pipe.
- iii. All below grade piping shall have a minimum cover depth of 36" to top of pipe.
- iv. All below grade piping must have a written cathodic protection plan provided by the COMPANY.
- v. CONTRACTOR supplied valves that are 2" and smaller ND shall be rated for 3,000 psig Working Pressure.
- vi. Glycol lines are to be 2" flanged connections.
- vii. Threaded pipe to have unions every 40'.
- viii. CONTRACTOR supplied 1" and 2" pipe and fittings shall be Schedule XS, Grade B.
- ix. All piping 2" and larger shall be flanged connections unless approved by Supervisor of Engineering.

l. Bolting/Torqueing

- i. A torque map shall be provided with the as built documentation.
- ii. Lineup pins shall be made available by the CONTRACTOR to assist with pipe installation. Drive pines are not preferred.
- iii. Stud bolts for flanges should be 1/4" longer than standard so that 2-3 threads are showing after tightening
- iv. CONTRACTOR is to confirm torque value with the Construction Foreman.
- v. Three passes shall be made for each flanged connection in a 30%, 60%, and 100% value process at a minimum.
- vi. CONTRACTOR is required to supply at a minimum a pneumatic and hydraulic torque package with two torque heads per each flange size.
- vii. CONTRACTOR is to fill out COMPANY provided torque reports for the As-Built documentation.

m. Coating

- i. CONTRACTOR shall adhere to CNX Coating Specifications.
- ii. CONTRACTOR is responsible for all coating material, including paint, below grade coating, wraps, rock shield, soil/air transitions wraps, etc.
- iii. CONTRACTOR is to provide coating for all pipe, fittings, valves, and CONTRACTOR provided small bore pipe supports.
- iv. CONTRACTOR is to comply with CNXM's Above Ground Coating SOP and Below Ground Coating SOP
- v. Top coat/finish coat is not required for insulated piping. Base and intermediate only.
- vi. Coating needs applied to all new and reworked fabrication.
- vii. Coating reports are to be performed and documented for all applications.
- viii. A non-spark media is to be used if CONTRACTOR elects to apply coating on site.

n. Welding

- i. CONTRACTOR shall adhere to CNX provided welding procedure which meets API 1104 requirements.

- ii. CONTRACTOR shall obtain CNX Welding Certifications prior to any welding.
- iii. Welding to be performed in designated hot work areas. Hot work permits and fire watch personnel are required.
- iv. All fabrication shall be performed in accordance to the CNX-SMAW-X42/X65-8010-1.1 procedure.
- v. Testing material is provided by CNXM and made available for pick up at the Rice's Landing warehouse.
- vi. Shop welding procedures and proposed field fabrication procedures need to be submitted, reviewed, and approved prior to use.
- vii. Measurements shown in isometric drawings must be field verified.

o. Non Destructive Examination (NDE)

- i. All welds shall be 100% NDT at expense of the COMPANY.
- ii. CONTRACTOR is responsible for coordinating with COMPANY provided NDT Vendor.
- iii. X-Ray and NDT services from a CNXM approved vendor to be provided by CONTRACTOR. Inspection to be in accordance with ASME B31.8. All correspondence and scheduling with NDT personnel shall be communicated with CNXM.
- iv. Inspection is to be performed on 100% of all welds and read to ASME B31.8. All butt-welds are to be 100% X-Ray. MT and PT are suitable for other welding applications.
- v. Weld maps are required to display the MTR, heat number, welder stencil, and NDT numbering.
- vi. X-Ray film shall be submitted with the completed job book. Digital copies are also accepted.

p. Pressure Testing

- i. Pressure tests must adhere to the COMPANY O&M 1003 and SWP-501.
- ii. All above ground pressure testing shall be 4-hour hydrostatic tests unless otherwise specified in writing from a COMPANY representative. Refer to COMPANY O&M and SWP for detailed pressure test requirements.
- iii. Pressure testing shall NOT take place without prior written approval from COMPANY.
- iv. Pressure testing shall NOT take place without a COMPANY representative witnessing the test.
- v. CONTRACTOR shall provide COMPANY with a Pressure Test Procedure for approval 72 hours prior to starting the test.
- vi. CONTRACTOR is responsible for providing a pressure test report to COMPANY Engineering for approval prior to commencing with test. Test report requirements are detailed in O&M 1003 and SWP-501, but includes details of pressure testing equipment, calibrations records, materials, associated documentation such as MTRs and calibration records.
- vii. CONTRACTOR is responsible for providing and disposing of test water and providing manifests for sourcing and disposal.

- viii. CONTRACTOR is responsible for providing all DOT required documentation before and after the pressure test.
- ix. MTR's are required for all components included in the pressure test, including temporary test headers, caps, blinds, etc.
- x. CONTRACTOR is responsible for all material, consumable, and labor associated with dewatering, cleaning, and drying to COMPANY standards.

13. Electrical Requirements

- a. Electrical construction shall adhere to NEC code and CNX and Industry Standards.
- b. CONTRACTOR is responsible for providing all electrical material.
- c. CONTRACTOR is responsible for installing all electrical material.
- d. Heat Trace must be rated for Class 1 Division 2 Locations and installed per NEC and NFPA codes.
- e. Heat Trace shall be 5 watt/ft and include end light kits.
- f. Buried electrical conduits must be installed at 18" cover depth with 6" flowable fill concrete and red warning ribbon.
- g. CONTRACTOR is responsible for terminations at end devices.
- h. COMPANY will assist CONTRACTOR in terminations at RTU and PLC cabinets.
- i. CONTRACTOR is responsible for pouring all conduit seals.
- j. CONTRACTOR is responsible for installing and testing the grounding system.
- k. CONTRACTOR is responsible for redlines and as-built drawings.

14. Project Specific Notes

- a. CONTRACTOR shall construct this project to COMPANY standards. This project is not an interconnect requiring adherence to another company's standards.
- b. CONTRACTOR is responsible for making sure they adhere to the superseding standards.
- c. This project will have interaction with multiple parties to ensure it's success. It is the CONTRACTOR's responsibility to work with other COMPANY contractors to ensure a timely delivery of the fully commissioned facility.
- d. Archer Road is shared with CONSOL Coal Company whom will be upgrading the Archer Road for the local coal portal. Tight coordination of road use will be responsibility of the CONTRACTOR. The CONTRACTOR is responsible for working with other local crews, pre-planning deliveries, and providing traffic control on the access road when/if required. COMPANY will also assist in keeping the access road clear.
- e. Due to COMPANY workload during the first two quarters of 2019, it is requested that CONTRACTOR begin what work is permissible by the AQ permit immediately.

15. Job Book Documentation

- a. A Third-party COMPANY provided contractor will perform QA/QC of CONTRACTOR package. CONTRACTOR is responsible for developing a complete package and self-performing QA/QC prior to turning documentation over to third party. CONTRACTOR is responsible for communicating with third party to ensure a timely and complete package.

- b. CONTRACTOR is responsible for providing a hard copy and electronic copy of the following within two weeks of project completion. Some documents may be requested in advance based on project requirements.
 - i. Red Lined As-Built Drawings
 - ii. Pressure Test Pressure Charts and Drawings
 - iii. Pressure Test equipment certifications
 - iv. MTR's
 - v. Bills of lading
 - vi. Heat Number Drawing
 - vii. Welder Certifications
 - viii. Weld Map & Weld Reports including NDT tracking
 - ix. All Qualified Personnel Certifications
 - x. Coating Reports
 - xi. Torque Reports
 - xii. All additional DOT required documentation.

16. Extra Work

- a. There shall not be any changes in the Scope of Work without written permission from a COMPANY representative.
- b. COMPANY and CONTRACTOR shall agree upon an estimated cost provided by the CONTRACTOR prior to approving any extra work.
- c. COMPANY will not pay for extra work that was not approved in writing by COMPANY
- d. All change orders will require T&M back up documentation at time of invoicing. COMPANY will not approve any Change Order Invoices without T&M back up documentation and proof of COMPANY authorization of additional work.
- e. CONTRACTOR is responsible for keeping a Change Order Log in excel format and sending it to COMPANY Project Manager and Construction Representative on a weekly basis.

17. Payment Terms

- a. Net 60 or per preestablished payment term discounts.
- b. Retainage:
 - i. A retainer of 10% of the total PO will be held as a line item upon completion of the project.
 - 1. 5% will be paid out once the project is completed
 - 2. Remaining 5% will be paid out once all job books are turned in by the CONTRACTOR
 - ii. Invoices should be submitted with total amount but should include a comment referencing the 10% retainage and the amount that will be withheld from each invoice. (Do not deduct retainage from the amount invoiced, only reference the retainage amount)
 - iii. Retainage invoices will be submitted to construction supervisor for approval. Construction foreman will send approved retainage invoices to AP for release.

EXHIBIT C

“CNXM Station RFP Questions 20181024”

November 5, 2018

Can you please clarify if this contract will be a T&M or a Lump Sum contract? **T&M**

Do you want all SOV lines as T&M Not to Exceed? **Yes**

If it is T&M, will it be billed through our submitted Labor and Equipment Rates with a standard mark-up on Subcontractors and Materials? **Yes, but we expect the labor rates to roll up into the line items listed in the SOV.**

If it is T&M, is this a T&M not to exceed amount based upon our submitted lump sum Budget? **Yes**

What exactly are the KPI's and how does apply toward a bonus? **Please disregard this in the original RFP. A revised RFP has been uploaded with this language removed.**

Morris

For the tank battery, will we be reusing demoed pipe, structural steel, pipe supports, or will we be fabricating new? **Construct new. The new tank farm needs constructed and in operation before we can tear the old one out. CNXM will purchase the SS. Equipment from the old tanks needs transported to Rice's Landing**

If we are fabricating new, who will be handling/discarding demoed material? **CNMX will provide dumpster for disposal of pipe and one for concrete.**

Can we expect to receive any civil drawings for the deep compressor foundations? **Yes, 10/26**

Bid form calls out compressor building foundation, will we receive any drawings for this foundation? **Yes, 10/26**

Section 7 in the SOW states that the company will supply structural steel, but Section 10 makes it sound like the structural steel is on the contractor. Clarification? **CNXM purchases SS. Contractor to purchase anchor bolts.**

Are we simply removing the compressors? Or will we be removing the associated piping as well? Pipe racks and tanks next to the demoed compressors? **Remove the (2) 3516's and rework pipe along the pipe header for all (5) units. This is shown in the model with colored pipe.**

Is everything in shaded purple on the NavisWorks model to be demoed in our scope of work? **Yes.** The scope of work does not mention this, but it is included on the model, so we would like clarification on whether or not the contractor is responsible for this demo? **It was mentioned in the bid meeting and on-site. The contractor will be responsible for removing existing pipe/equipment that is no longer needed and replacing as necessary. For example, at the beginning of the site meeting, we looked at the inlet and discussed removing the 12" and 10" inlets and replacing with 72"x30' S/S horizontal slug catchers.**

Archer

Section 7 in the SOW states that the company will supply structural steel, but Section 10 makes it sound like the structural steel is on the contractor. Clarification? **CNXM purchases SS. Contractor to purchase anchor bolts.**

It doesn't look like we have been provided with any civil foundation or structural steel drawings for this site. Can we be expecting to receive those? If not, how should we proceed in including pricing for the foundations and structural steel in our bid? **These were uploaded under 90% Drawings**

EXHIBIT D

ACS's Initial Bid
November 6, 2018



Box 430, Clarksburg, WV. 26301 - 304.423.8760

November 6, 2018

Chase Davis, PMP
Strategic Sourcing Specialist
CNX Midstream
1000 CONSOL Energy Drive
Canonsburg, PA 15317

Dear Mr. Davis:

Subject: Morris Station Expansion
ACS Bid No. 18056

ACS is pleased to submit our T & M plus Fixed Markup of Labor and Materials proposal for the above referenced project as detailed within the scope documents, clarified within this proposal and based on the following:

Attachment 1	Schedule of Values
Attachment 2	Clarifications
Attachment 3	Exclusions
Attachment 4	Preliminary Project Schedule
Attachment 5	Organizational Chart
Attachment 6	Resumes
Attachment 7	List of Sub-Contractors
Attachment 8	Time and Material Rates for Labor and Equipment

Should you require any further information or have any questions, please feel free to contact me at 906.280.9328.

Very truly yours

Jim Glass

Jim Glass
Vice President - Estimating

DA/JG/JC/DJ CC



Morris Station Upgrade

Attachment 1

Schedule of Values



Morris Station Upgrade

Attachment 2

Clarifications

1. Proposal is based on Request for Quotation dated 10/05/2018. Also includes the 60% Drawings, 90% Drawings and all subsequent Updates received 10-9-18, 10-22-18, 10-24-18, 10-26-18 and 10-29-18.
2. ACS's proposal is based on all work being performed on a 1-10-6 work schedule. Overtime, Sundays and holidays are excluded.
3. The work will be phased due to the AQ Permits. The current permit allows for the installation of the second DEHY and the replacement of the (2) 3516's for 3608's.
4. Once the AQ Permit Modification is approved by February 9th, 2019, the construction of the new Tank Farm can begin. The existing Tanks can then be removed and the Deep Foundations for the additional compression can be installed.
5. Includes Survey Services to confirm spacing, elevations, etc. Owner to provide Control Points.
6. All welding to be in accordance with CNXM Specifications which meets API 1104 requirements. CNXM is responsible for procuring all NDT services.
7. A 4-hour Hydrotest of the piping is included in the shop and in the field. Includes supply and disposal of the test water and test materials.
8. Our T & M proposal is based on piping qty's derived from Model included in the 90% Bid Package. No additional piping has been allowed.
9. Installation of only the equipment called out in Section 3. Project Description Item a. Summary and Section 4. Scope of Work Item c. of the Invitation for Bids dated 10/9/2018.
10. Provide labor and equipment to offload and set/install all major equipment listed in Section 4. Scope of Work Item c. of the Invitation for Bids dated 10/9/2018.
11. Due to the delivery dates of the DEHY, it is very important that the MCC and Backup Generator arrive in the same time frame. We have included the use of a 500 Ton crane to set the DEHY due to the setting radius of approximately 160 feet. We have included a 230 Ton Crawler Crane that will handle a maximum of 120,000 lbs. at a 35-foot radius to set the Generator Skids. Once an accurate schedule of delivery dates is provided, we will be able to determine our crane needs.



Morris Station Upgrade

12. Provide Pipe, Valves, Fittings, Flange Bolt Up Kits (Studs, Nuts, Washers & Gaskets) smaller than 8" Nominal Diameter. The cost of this material is not included in this bid. At this point, we are only proposing a 15% mark-up of this material when we purchase it.
13. Provide labor and equipment to install all sizes of Pipe, Valves, Fittings and Flange Bolt Up Kits.
14. Provide labor, material and equipment to install Pipe Supports and Buildings as shown and described.
15. Provide labor and equipment only to install Company provided Steel Structures, Company provided Maintenance Platforms, Steps and Staircases.
16. Provide transportation for material from Rice's Landing yard to site.
17. Includes offloading all equipment utilizing crane and necessary equipment.
18. Provide and install Insulating Gasket Kits and Stainless Steel Tubing.
19. Furnish and install all Insulation as required.
20. Provide labor and equipment only to install Instrumentation.
21. Provide and apply Coating Material. All Pipe, Fittings, Valves and Small-Bore Pipe Supports will be coated. This also includes all new and reworked fabrications.
22. Electrical work includes supplying and installing all electrical material. This includes Heat Trace, Conduit, Conduit Seals, Cable, Cable Racks, Cable Trays and Grounding Systems.
23. This proposal includes terminations at Electrical End Devices, Redlines and As-Built Drawings.
24. Main feeders for MCC A1 and A2 are based on installing 1/C#750 from the load side of the switchgear (installed by others). A total of 600 LF of cable has been included for both feeders.
25. Seals have been included per NEC.



Morris Station Upgrade

26. Conduits have been sized per NEC. Conduit Fill has been included per NEC. Multiple circuits have been included in one circuit.
27. Skid packages are assumed to have Instrumentation mounted, tubed and wired complete to an on-skid junction box provided by skid manufacturer.
28. MCC Building is assumed to have all components pre-installed, pre-wired and tested by the building manufacturer.
29. Loop Check is based on point to point Continuity Checks.
30. Includes 1,940 LF of tray has been included. NOTE: the model does not indicate tray from the MCC Building over to the pipe rack. We have included two 36" trays.
31. Instrument wiring and new instrument installation have been based on Drawing CNX-MOR-70-IOL3 (I/O List – Instrument Additions and Relocations).
32. Power Wiring has been based on the new one lines and the Load List for Panel PDP-HS1.
33. Heat Tracing is limited to a total of 600 LF of Heat Trace Cable with a total of a 6 Power Connections.
34. Provide and install Vehicle Barriers as required.
35. Civil work includes performing the One Call, furnishing and installing Fabric and Final Pad Grading, Excavation and Backfill, Concrete Foundations, Third-Party Concrete Testing, Stone per our disturbed areas, Sand, Flowable Fill, Rebar, Anchor Bolts and Padding Material.
36. Proposal includes Temporary Office Space with Internet Connection, Temporary Generator with Grounding and Containment.
37. Provide Commissioning Support consisting of (2) Pipefitters, (1) Electrician and applicable equipment for Commissioning Phase through TIL. We assume this time frame to be approximately 3 weeks.
38. Proposal assumes Regen Skid is provided assembled except for the oversized stacks.
39. Includes F2 Foundations shown decide the Compressor Blocks per Addendum #2.



Morris Station Upgrade

- 40. Proposal is based on Approved Haul Routes being provided by others prior to mobilization.
- 41. There are (37) Tie-ins on this project. This proposal does not allow for any delays. Any costs associated with delays will be in addition to this proposal and could potentially impact the schedule. No contingency has been allowed for any delays.
- 42. This proposal has no allowance or consideration for delays or interruptions due to other contractors work activities onsite.
- 43. This proposal set forth assumes that both ACS and CNXM will reach mutually agreeable Terms & Conditions.
- 44. Cost breakdown given per Schedule of Values is for Accounting purposes only.
- 45. This proposal assumes immediate issue and receipt of a Purchase Order due to the time critical schedule. Any delays to issue of a purchase order is a change to our schedule day for day. No acceleration or additional cost to mitigate such delay has been included in this proposal.



Morris Station Upgrade

Attachment 3

Exclusions

1. Permits
2. Liquidated/Consequential Damages
3. Rock Removal as defined by any material encountered that cannot be ripped from the ground with a 290 Excavator. If required ACS can provide you with unit prices for rock removal
4. Testing, Abatement and or removal of any materials deemed hazardous or toxic. Including but not limited to Asbestos, Lead, PCB's. Contaminated soil
5. Pad and Access Road Construction (by others)
6. Powerline and Substation (by others)
7. Inspection Services (by others)
8. NDT Services (by others)
9. Supply of Major Equipment – Filters, Meter, Tanks, Control Valves, etc. (by others)
10. Supply of Pipe, Valves, Fittings, Nuts, Bolts and Gaskets that are 8" and larger (by others)
11. Supply of Instruments (by others)
12. Supply of Anodes, Test Stations & SSD's (by others)
13. Supply of Structural Steel (by others)
14. Equipment to load trucks at the Rice's Landing Yard
15. Permanent Benchmark Survey Information (by others)
16. Epoxy Grouting of Compressor Skids
17. Equipment Insulation
18. Fencing
19. Additional High Point Vents and Low Point Drains
20. The Cooler Grade Beams shown on Drawing CNX-40-MOR-3017 due to lack of detail
21. Foundations F12, F13, F16, F17, F18 and F27 which are assumed to be existing
22. Supply and installation of Cathodic Protection
23. Installation of underground piping
24. Supply of I & E Enclosures (by others)



Morris Station Upgrade

25. Specialty Systems such as Security System, Camera system, Access Control System and Lightning Protection



Morris Station Upgrade

Attachment 4

Preliminary Project Schedule



Morris Station Upgrade

Attachment 5

Organizational Chart



Morris Station Upgrade

Attachment 6

Resumes



Morris Station Upgrade

Attachment 7

List of Subcontractors



Morris Station Upgrade

Attachment 8

Time and Material Rates

EXHIBIT E

ACS's Revised Bid
November 26, 2018



November 26, 2018

CNX Morris Team,

Thank you for your continued consideration in this project. ACS leadership would like to once again reassure you that our project and safety teams are committed to assisting CNX on this project and others. Our commitment to this region is to provide the best service with a commitment to safety and environment, including where possible to leave it better than we found it.

ACS is a minority owned vendor with a strong commitment to promoting diversity, veterans and region. This spirit resonates in both the work place and in the community.

Per recent conversations we request to submit a revised number for your review. We have included a few brief comments on how we arrived at our revised price.

Our original proposal was based on a 90% issue package. Questions were asked and answered to the extent possible. Clarifications were carried in our proposal along with assumptions made utilizing many years of experience in the Oil & Gas industry.

One concern we have is the 37 tie ins that have to be made. Working with Operations and minimizing downtime to production schedules is always the goal. However, it becomes difficult to account for a lost production across a job when we are not able to make the planned tie-ins. This results in stacking of trades and compounded costs. With indirect cost alone, it is \$1500.00 per hour of lost time between supervision and equipment. Additionally, equipment delivery dates may cause some delays which push the planned work past the schedule dates and could affect indirect cost.

Our Original proposal of **\$14,108,760.00** submitted November 6th, 2018 was a number that sought to mitigate all concerns above and other unforeseen issues. Essentially, we included contingencies and risk against tie-In delays and subsequent schedule delays and slippages. We included a contingency for inclement weather, snow or rain. Our goal was to take care of any makeup days. Basically, we tried to cover all possible issues to avoid any addition cost to CNX.

When asked we responded that our number was a Plus Minus 10% Number and after further review of the documents that were provided since the bid due day. That statement is true still. After reviewing the documents, we feel we have a viable number that provides a budget to CNX that they can be used for budgeting purposes. It allows for construction activities, weather delays, equipment and material delays, schedule slips regarding tie ins.

If ACS removes the 10% contingency our number is \$12,826,145.50 and obviously removes the mitigation controls mentioned above. Also when removing delays related to tie ins included our number the total further reduces.



ACS management has had several rounds of discussion and feel that with in depth planning, and holding agreed upon dates for equipment & tie-ins, our number would be closer to **\$11.5 million** than to **\$12 million**. Obviously at this level any change or deviation from scope as it stands now, or schedule would be addressed very transparently between ACS and CNX.

Here are some ways in which money could be saved. 1.CNX could purchase all materials and save the 10-15% margin on materials. 2. Push your equipment vendors to move up your delivery dates to meet your schedules. The possible savings are in crane time and in indirect cost.

We look forward to speaking with you in-depth about this project and how we, as a team could move forward and make this project a huge success.

A few informational items

PIPING SUMMARY

Lineal Ft Pipe – 12,119

Valves - 877

Average Pipe Size - 8.2 inch

Field welds per hundred ft. – 8.8

OTHER

Instruments installed – 140

Tubing – 1000ft

Equipment to Install or Relocate 35 pieces (1.8 million lbs.)

Equipment to Demo – 10 pieces

Civil Approx. 2800 yd (includes engineered base qty)

Structural Steel Approx. – 92,000lbs

Misc. Steel – 35,000 lbs.

Coating

Torquing

Hydro-test

Line Drying

Punch out

Startup Support

Tie-Ins - 37

Thank you once more for considering us. We look forward to discussing this project further with you.

Jim Glass

Vice President Estimating @ ACS the 8760 Company

9062809328

EXHIBIT F

*Kevin Dunn Deposition
w/o exhibits*

*CNX MIDSTREAM DEVCO 1 v.
APPLIED CONSTRUCTION SOLUTIONS, INC.*

KEVIN DUNN

12/22/2020



713 LeeStreet
Charleston, WV 25301

(304) 344-8463
schedulingrealtime@gmail.com

Realtimereporters.net

<p>1 IN THE UNITED STATES COURT 2 FOR THE WESTERN DISTRICT OF PENNSYLVANIA 3 4 CNX MIDSTREAM DEVCO 1, 5 LP, 6 7 Plaintiff, 8 9 v. CIVIL ACTION NO. 2:20-CV-00290 10 Magistrate Judge Lisa Pupo Lenihan 11 12 APPLIED CONSTRUCTION 13 SOLUTIONS, INC., 14 15 Defendant. 16 17 The Zoom deposition of KEVIN DUNN, taken 18 upon oral examination, pursuant to notice and 19 pursuant to the West Virginia Rules of Civil 20 Procedure, before Jaime L. Stroud, Registered 21 Professional Reporter and Notary Public in and for 22 the State of West Virginia, on Tuesday, December 23 22, 2020, at 9:30 a.m. 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000</p>	<p>1 EXAMINATION INDEX 2 3 KEVIN DUNN 4 BY MR. BRUMLEY 6 5 BY MR. MICHAELS 157 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24</p>
<p>1 APPEARANCES: 2 On behalf of the Plaintiff: 3 Gregory C. Michaels, Esquire 4 gmichaels@dmclaw.com 5 DICKIE, MCCAMEY & CHILCOTE, P.C. 6 Two PPG Place, Suite 400 7 Pittsburgh, Pennsylvania 15222 8 412.281.7272 9 10 On behalf of the Defendant: 11 Christopher A. Brumley, Esquire 12 cbrumley@flahertylegal.com 13 Evan S. Aldridge, Esquire 14 ealdrige@flahertylegal.com 15 FLAHERTY SENSABAUGH BONASSO PLLC 16 200 Capitol Street 17 Charleston, West Virginia 25301 18 304.347.4249 19 20 21 22 23 24</p>	<p>1 EXHIBIT INDEX 2 3 4 Deposition Exhibit Number 5 1 Invitation to Bid 57 6 2 Project Status Report from Orbital 87 7 3 ACS Extra Work Field Report dated March 97 8 26th, 2019 9 4 Schedule of Values 104 10 5 ACS Revised Pricing 130 11 6 Photograph 134 12 7 Email dated October 2, 2019 142 13 14 15 16 17 18 19 20 21 22 23 24</p>

Page 5

1 THE VIDEOGRAPHER: This is the
2 deposition of Kevin Dunn recorded on video for the
3 record taken by the defendant in the matter of CNX
4 Midstream Devco 1, LP, versus Applied Construction
5 Solutions, Inc., being Civil Action Number
6 2:20-CV-00290.
7 This deposition is being conducted
8 remotely via Zoom conferencing taking place on this
9 22nd day of December, 2020.
10 My name is Adam Hager. I'm the legal
11 video specialist. The court reporter is Jaime
12 Stroud.
13 We're now on the record. The time is
14 9:30 a.m. Would counsel please introduce
15 themselves, who they represent, and please confirm
16 that you have no objection to the witness being
17 sworn remotely.
18 MR. BRUMLEY: We have Chris Brumley
19 and Evan Aldridge on behalf of ACS, and we do not
20 have objection to the remote swearing in.
21 MR. MICHAELS: Gregory Michaels,
22 Dickie, McCamey & Chilcote representing CNX
23 Midstream, Devco 1, LP, and no objection to the
24 witness being sworn in remotely.

Page 6

1 THE VIDEOGRAPHER: Would the court
2 reporter please swear the witness.
3 * * *
4 KEVIN DUNN,
5 was called as a witness by the Defendant, pursuant
6 to notice, and having been first duly sworn,
7 testified as follows:
8 EXAMINATION
9 BY MR. BRUMLEY:
10 Q. Mr. Dunn, we've not met personally and only
11 gotten acquainted by poor video connection here
12 over the last ten minutes or so, but my name is
13 Chris Brumley, and I represent ACS, and we're here
14 to take your deposition today relating to the
15 project -- what we refer to internally as CNX
16 Morris Expansion Project.
17 So let's -- to get started, would you
18 please state your full name, proper name, as it
19 appears like on a birth certificate or driver's
20 license?
21 A. Kevin Lee Dunn.
22 MR. MICHAELS: Chris, if I may
23 interject, are we taking this -- are you taking
24 this in total for Mr. Dunn, or as we to the

Page 7

1 limited --
2 (Crosstalk.)
3 Q. So as -- Mr. Dunn, maybe a little -- I
4 didn't know how much you got into this with Greg,
5 but in this suit, the Court has currently directed
6 us to do discovery relating to the contract between
7 the parties and what may constitute the agreement,
8 the legal agreement.
9 It has several different elements to
10 that, and I don't expect you to quite follow that,
11 but for the purposes of today's deposition, my
12 inquiry will be limited for the most part to the
13 agreement that existed between the party, and that
14 is -- also gets into some of the pattern and
15 practices and conduct of the parties during the
16 project.
17 I'm going to reserve the right to come
18 back, and if we need to, get into some of the
19 nitty-gritty, which -- which I will call the muddy
20 part of this case, like how much money is actually
21 owed. We're going to talk about that today just
22 because they have to do with amounts of change
23 orders and things like that, but all of the
24 questions that I've presented in my outline have to

Page 8

1 do with trying to establish what actual agreement
2 existed between CNX and ACS. Okay?
3 So you don't have to understand that,
4 but we -- just so you understand that there's a lot
5 of things we're not going to talk about in detail
6 that you probably are going to believe are
7 pertinent, but it's just not time for us to do that
8 yet. Okay?
9 A. Understood.
10 Q. Mr. Dunn, where -- where are you joining us
11 from video-wise here today?
12 A. Washington, Pennsylvania.
13 Q. Okay. And is that your residence that
14 you're in?
15 A. It is, yes.
16 Q. Okay. What is that address?
17 A. 1395 Park Avenue, Washington, PA 15301.
18 Q. And how long have you -- how long have you
19 resided at that address (audio distortion)?
20 A. 25 years.
21 Q. And who's your current employer?
22 A. CNX Resources.
23 Q. All right. And corporate America has a
24 habit of changing names and identities but kind of

Page 9

1 maintaining the same core group of management.
2 How long have you been with CNX
3 Resources group?
4 A. They just changed their name here I think
5 recently. I just -- I really don't know exactly
6 the -- the -- the actual name they're going under
7 now to be honest with you.
8 Q. Okay. Have you given a deposition before?
9 A. I have, yes.
10 Q. How many times?
11 A. Once.
12 Q. All right. When was that?
13 A. It was seven years ago.
14 Q. Was it in relation to a business matter for
15 CNX or some other type of issue?
16 A. It was a -- it was a business matter for
17 CNX, yes.
18 Q. Okay. Do you remember the name of that
19 case or a project that that deposition related to?
20 A. I remember the -- you know, what -- what it
21 related to. I don't -- I don't remember the actual
22 name of the case.
23 Q. Okay. Was it related to --
24 (Crosstalk.)

Page 10

1 A. I know the name of the person that it was
2 against, you know, but -- or --
3 Q. Okay. All right. Was it a specific
4 project or was it like a personal injury suit of
5 some type?
6 A. It had to do with a specific project.
7 Q. Okay. What project would that have been,
8 just generally?
9 A. Majorsville. Majorsville Compressor
10 Station, I guess you'd say.
11 Q. Okay. Well, so, you may have had a
12 discussion with Greg about your deposition today,
13 and it's not my intention to ask you any questions
14 that have to do with the substance of your
15 conversations with Greg. So if I ask you a
16 question and your answer would somehow require you
17 to divulge conversations or communications with
18 counsel, I want you to not answer with that
19 information.
20 We're in a, you know, tech world.
21 Sometimes visibility to object can be delayed or --
22 I just want you to understand that rule.
23 In general, you are -- understand
24 you're under oath today?

Page 11

1 A. That's understood, yes.
2 Q. Okay. And are you under the influence --
3 are you on any medications, or have any medical
4 conditions that would otherwise affect your ability
5 to reasonably hear and understand at least
6 cognizable questions if I'm able to ask those?
7 A. No, I'm not.
8 Q. Okay. So at least as far as you know,
9 there's nothing prohibiting you from having a fair
10 and honest conversation with us today on the
11 record.
12 A. That's correct.
13 Q. All right. So a lot of the issues in this
14 case are of technical nature, which of the six
15 people that are sitting here in this video
16 chatroom, you're probably the only one that has the
17 skill, knowledge, and experience. So I may ask you
18 questions today that aren't technically correct as
19 you would understand them with your experience in
20 the -- in the -- in the CNX construction
21 superintendent management world.
22 What I ask of you is, is that if
23 there's any part of my question you don't
24 understand, or any part of my question that isn't

Page 12

1 technically accurate, although tedious, please
2 correct me on it. Okay? Don't -- don't figure out
3 what I'm trying to ask and just go ahead and answer
4 it. Let me know that you don't understand the
5 question or somehow the question doesn't make
6 technical sense to you. Okay?
7 A. Okay.
8 Q. All right. And, likewise, you know, you're
9 here under oath to tell the truth and the whole
10 truth as to what Kevin Dunn knows. I may ask you
11 things about other people, but I'll try to clarify.
12 I really want to know what Kevin Dunn's firsthand
13 knowledge is today. And if we get outside of that,
14 you just have to say well, you understand this to
15 be true, but you don't -- it's not your knowledge.
16 All right?
17 A. That's understood.
18 Q. Okay. Otherwise, if I ask you a base
19 question and you answer it, you agree it's fair
20 that if you don't tell me it's wrong, that you
21 understand the question. Do we have that agreement
22 between you and I today?
23 A. Yes.
24 Q. All right. This is not a marathon. I

Page 13

1 don't -- I hope not to be here more than -- you
2 know, not all day with you, but any time you need a
3 break or there's something that you need to do, or
4 we're having technical difficulties, all you --
5 just raise that point and we'll take that break and
6 move on.
7 I'm going to have -- my client is
8 going to be in and out of the facility here today,
9 Dave Alvarez. So, you know, there may be times
10 where we have to take a break and mute up. But any
11 time you need to take a minute, just please let us
12 know that. Okay?
13 A. Okay.
14 Q. All right. So getting back to your CNX
15 career. How long have you been with CNX, whether
16 it's this company that we just talked about that
17 may be newer, but, you know, as the big company,
18 CNX, what's that career span been?
19 A. It's coming up on seven years.
20 Q. Okay. And what is -- what is your date of
21 birth?
22 A. 10/29/57.
23 Q. Okay. So what did you do before that?
24 What company were you with?

Page 14

1 A. I was with a industrial contractor called
2 Hartman & Hartman.
3 Q. Okay. And -- and how long were you with
4 them?
5 A. 20 -- almost 30 -- 29 years.
6 Q. Okay. And what -- what business were they
7 in?
8 A. Industrial construction.
9 Q. Okay. Well, that's pretty broad. Like,
10 building facilities, doing pipe work, exactly what
11 was that company involved in?
12 A. They were an industrial general contractor.
13 So they had an electrical division, a mechanical
14 division, a civil conv -- division. You know, they
15 had a broad -- pretty broad work, you know.
16 Different -- different types of different phases of
17 projects.
18 Q. Okay. Did they specialize in energy, oil
19 and gas, or were they, you know, just general
20 industrial?
21 A. I mean, yes. They -- they were and are
22 specialists in oil and gas as well as others.
23 Q. What was your job title with them? Like if
24 I was going to ask you what your background is,

Page 15

1 what -- on your resume, you know, what
2 responsibilities did you have with that entity?
3 A. When I left there, I was a superintendent.
4 Q. And did you leave there in about 2013?
5 Would that -- that be correct?
6 A. Yeah, the beginning of '14. Early -- early
7 in '14.
8 Q. What's your educational background?
9 A. I have 30 years' experience in industrial
10 construction. I don't -- I don't have a college
11 education.
12 Q. Okay. Did you grow up in PA? I mean, did
13 you go to high school there or?
14 A. Yes, I did. Yeah.
15 Q. Okay. What year did -- I like to do a
16 timeline here just so I can understand your
17 background and I don't miss anything.
18 So I assume you graduated in '73 or '2
19 or '4. What year did you graduate high school?
20 A. '77.
21 Q. And you said you were born in '57?
22 A. That's correct.
23 Q. Okay. So 30 years -- this will probably be
24 easier to do it this way. 30 years in industrial

Page 16

1 construction experience. Take me through -- it
2 sounds like we know CNX for the last seven. We
3 know, we have a big group of the Hartman group
4 before that.
5 What was the -- did you have work
6 prior to that in industrial construction?
7 A. Yes. I mean, we worked extensively. When
8 I say, "we," I mean Hartman & Hartman as I worked
9 there. We worked extensively in -- in coal; coal
10 mining industry, the steel industry, the glass
11 industry.
12 Worked in the power industry such as,
13 you know, power plants and substation-type work.
14 You know, those would -- those would be the -- the
15 key -- the key things, and that was before oil and
16 gas became so popular, prevalent. I would say the
17 last five years that I was there, it was
18 extensively primarily oil and gas. Yeah.
19 Q. Okay. So was -- was Hartman your first gig
20 in the industrial construction field?
21 A. Yes, it was.
22 Q. Okay. So did you kind of come up through
23 the ranks there as a field laborer and move up
24 through, you know, the -- the layers of project

Page 17

1 control until you became superintendent?
2 A. Yes, that's correct.
3 Q. The -- the Morris project that we're
4 involved here, as I understand it, involves a -- an
5 expansion to a compressor station; is that
6 accurate?
7 A. That is accurate, yes.
8 Q. Okay. We're not going to get
9 hypertechnical except that I need to have a little
10 bit of background of that to talk about how the
11 bids and the contract came to be.
12 But did you have any experience at
13 Hartman with the type of facility that was at the
14 Morris location?
15 A. Yes. I was very familiar with the Morris
16 location.
17 Q. So would Hartman -- (Crosstalk) --
18 A. I lived there -- I had worked on that
19 particular location when I was with Hartman.
20 Q. Okay. All right. Well, that's kind of
21 what I was asking.
22 So take me through how Hartman was
23 affiliated with the Morris location prior to you
24 coming to CNX.

Page 18

1 A. So we -- we did the original build there on
2 that project as -- as a greenfield site. We come
3 in and installed all the original equipment, you
4 know, and did all the -- all the utility work. We
5 did not do the -- the primary excavation, like the
6 road leading into the pad and the pad itself. That
7 was done by others.
8 But we did all the foundation work,
9 all the -- all the structural work, set all the
10 equipment, did all the piping in the first phase of
11 that project.
12 Q. Okay. So, essentially, Hartman was one of
13 the primary contractors that built that facility
14 then?
15 A. Yes. The first phase and then another
16 phase. There were quite a few phases, maybe
17 possibly five.
18 Q. What -- what time frame are we talking
19 about there?
20 A. That would have been probably around 2011.
21 2010, 2011.
22 Q. Okay. So you went from Hartman to CNX.
23 Did that have to do with essentially your knowledge
24 of the Morris project and the facility? I mean,

Page 19

1 they hired you out from somebody that built it and
2 knew how it worked?
3 A. They hired me to -- for -- I think more
4 because of my knowledge of construction,
5 industrial-type construction, the oil and gas
6 industry, and managing, that type of work. I think
7 they were -- they were wanting somebody like that
8 to -- to work for them.
9 Q. Okay. While you were at Hartman, did you
10 have an involvement in any other CNX facility
11 buildouts or modifications?
12 A. Yes, there were many. So I was -- I was
13 like the CNX guy for -- for Hartman. I -- I
14 managed and oversaw most all of the CNX projects
15 for Hartman & Hartman. And at times there was more
16 than one going on at a time.
17 Q. Okay. So in some of the materials that
18 were in the bids and other information in this
19 case, requests and the like, I saw a reference to,
20 like, a Buckland job.
21 Was that a Hartman original buildout
22 project?
23 A. No, that was not.
24 Q. Okay.

Page 20

1 A. Buckland actually came after -- after
2 Morris.
3 Q. Okay. So tell me why you left Hartman to
4 go work for CNX.
5 A. Less hours and more money.
6 Q. And do you remember -- I mean, am I correct
7 that your start date would have been around 2013?
8 Do you actually know when that was precisely?
9 A. Yeah, it was -- my start day was March 14th
10 of '14. Or I'm sorry, March 17th of '14.
11 Q. Okay. When you started at CNX, what was
12 your job title when you were hired?
13 A. I was a -- it's a four word title, so I
14 have to try to remember it here. I never had a
15 four word title before this. It was a --
16 Q. That gets you less hours and more money?
17 A. I believe it does, yeah.
18 Q. Oh, then I'm going to change mine.
19 A. I was a -- I was a facility coordinator.
20 Got two. Those are two of the -- two of the four
21 words.
22 Q. Okay. What about as you sit there today,
23 what's your -- what's your title there today?
24 A. Well, they changed management at one point

Page 21

1 in time, and they -- the management changed our
2 titles to foreman, so I'm considered a foreman.
3 **Q. And does your title change based on**
4 **specific jobs? Like can you be a project foreman**
5 **for a job and then be a project foreman for another**
6 **job? I mean, is that generally how your -- your**
7 **job responsibilities go? I mean, you're just**
8 **assigned as foreman to construction projects, or do**
9 **you have job responsibilities for regular facility**
10 **operations as well?**
11 A. No. I'm -- I work strictly for the
12 construction -- our construction department. So
13 all of my work involves some type of construction.
14 **Q. Okay. Sounds like Hartman and CNX covers**
15 **most of your construction career.**
16 **Do you have any other, like, technical**
17 **degrees, you know, welding certificates, OSHA**
18 **safety certificates, any type of other training**
19 **that --**
20 A. Yes.
21 (Crosstalk.)
22 **Q. -- you hold out?**
23 A. There's a long list of training that I -- I
24 couldn't sit here and recite it, you know, without

Page 22

1 actually putting a list in front of myself.
2 **Q. Since you've been at CNX -- I know it's**
3 **been -- you know, we're going on six and a half**
4 **years, and I'm just asking for an estimate.**
5 **And one of our rules today, Mr. Dunn,**
6 **is I don't want you to wholesale guess at answers,**
7 **right? But if I say has it been 50 or 100, it's**
8 **fair for you to give me an estimate knowing that,**
9 **you know, this isn't -- this isn't something we're**
10 **going to hold you to, you know, to the precise**
11 **number.**
12 **But how many projects would you**
13 **estimate that you've been involved with on the**
14 **construction side for CNX since you went there in**
15 **2014?**
16 A. Well, some of them were quite large and
17 lengthy, so the number would be probably in the ten
18 range.
19 **Q. Okay. The -- and before we get into this**
20 **project, I just want to understand. Outside of**
21 **conversations with Mr. Michaels or other counsel**
22 **for CNX, what did you do to prepare for your**
23 **testimony here today?**
24 A. Nothing.

Page 23

1 **Q. Okay. So --**
2 A. Just tried to recall some of the -- some of
3 the events, I guess. Some -- just tried to replay
4 the job in my mind a bit, but I didn't do any
5 researching or anything like that.
6 **Q. Okay. So you haven't reviewed any of**
7 **the -- you're the first witness in this case to be**
8 **deposed, and it's a little -- it's always a little**
9 **bit more of a labor intensive for the first person**
10 **to give testimony, but -- so you're sort of the**
11 **sacrificial lamb on that respect, I apologize.**
12 **But you haven't reviewed, for**
13 **instance, documents that we have provided in**
14 **discovery to CNX, or that CNX produced in the**
15 **lawsuit itself to us in preparation for your**
16 **deposition; is that accurate?**
17 A. I -- I don't know what documents CNX has
18 provided, so I mean --
19 **Q. Okay.**
20 A. -- I don't know that I've looked at, you
21 know, anything provided or not.
22 **Q. Okay. Do you maintain any records of your**
23 **own relating to the Morris Expansion Project that**
24 **we're in this lawsuit about that was let out in**

Page 24

1 **2018 and was constructed from late '18 through**
2 **2019?**
3 A. I -- yes. I have some files, yes.
4 **Q. Okay. Describe for me what you possess with**
5 **respect to that project.**
6 A. I have some paper files that -- my wife was
7 -- is my office assistant, and she files some
8 papers, and I don't even know exactly what she has.
9 I know -- I know she has a folder, and I have --
10 **Q. Okay.**
11 A. -- I have not looked at it.
12 **Q. Is your wife Robin?**
13 A. Yes.
14 **Q. I saw her name on some e-mails in this**
15 **case, so I wondered whether she was obviously --**
16 **pretty good chance she was a relation of yours.**
17 A. Yes.
18 **Q. Does she formally work for CNX?**
19 A. No, she doesn't.
20 **Q. Okay. So she just helps you facilitate**
21 **documents and other things, and has an e-mail**
22 **address that might have appeared in e-mails to you**
23 **and otherwise; is that fair?**
24 A. That's correct, yes.

Page 25

1 Q. Okay. Are you a direct employee of CNX,
2 Mr. Dunn, or you have an individual -- like a
3 contractor relationship?
4 A. No, I'm a direct employee.
5 Q. So there -- there's a -- there's a -- you
6 have a folder of some type, and you're not sure
7 what's in it; you didn't review it in preparation
8 for today's deposition?
9 A. That's correct, yeah.
10 Q. Okay. Besides Mr. Michaels, when is the
11 last time you had any conversation about the Morris
12 Expansion Project?
13 A. Last week.
14 Q. Okay. Did that relate to this lawsuit?
15 A. Yes, it did.
16 Q. And with whom was that conversation had?
17 A. Carissa Hansen.
18 Q. Okay. Did that have to do with preparation
19 of your understanding of this deposition today?
20 A. No, it didn't.
21 Q. Okay. Well, then, if it doesn't relate to
22 your deposition, why -- what is the basis of a
23 communication with Carissa a week ago?
24 A. I'm not sure. I mean, she had some

Page 26

1 questions; if I remembered certain things about the
2 project, and she was asking me if I recollect this
3 or that --
4 Q. Okay.
5 A. -- and --
6 Q. The -- when is the last time you had
7 communication with anybody from the ACS side?
8 A. I really don't remember.
9 Q. Okay. And just to be sure, when I say,
10 "communication," that could be e-mail, text
11 message, phone call, Zoom meeting, any type of
12 information exchanged with anybody at ACS.
13 A. It was --
14 Q. Even if it doesn't (audio distortion) to
15 the Morris project.
16 A. There -- there was an e-mail earlier this
17 year from a James Putman asking me if I would --
18 I'm trying to think of the right word -- give a
19 reference for one of his employees basically.
20 Q. Okay. So he had a -- he had an employee
21 looking to get on somewhere else and asking you to
22 support his qualifications type interaction?
23 A. Yes.
24 Q. Didn't have --

Page 27

1 A. Something like that.
2 Q. -- anything to do with the Morris --
3 A. No.
4 Q. -- issue that we have?
5 A. No. And I did not -- I -- I didn't reply
6 to James himself but the -- the request for a
7 recommendation came through and I gave the
8 recommendation.
9 (Court reporter admonition.)
10 Q. Okay. Mr. Dunn, I didn't go over this. On
11 this Zoom call -- I say this in most depositions --
12 but as we're talking, for the court reporter's
13 benefit, we have to -- and it's mostly going to be
14 my fault, but we have to pretend like we're on a CB
15 radio. Only one person can hold the button down at
16 a time. So we'll try not to talk over each other.
17 In a room, the court reporter usually
18 figures that out. On Zoom she just can't hear us,
19 so I'll do my best to let you finish your answer,
20 and if there's any question that you're answering
21 and I rudely interject, just please hold your hand
22 up and I'll -- I'll go back and let you finish.
23 It's not intentional. It's just a -- you know, a
24 23-year habit.

Page 28

1 A. Okay.
2 Q. And there's also -- I've done a few of
3 these now. There's going to be times where the
4 stream stutters and there's like pauses, like you
5 have -- like you're watching something on your
6 phone and it's got a bad connection. If that
7 occurs, please let me know as well so if you -- you
8 know, if not all the question came through clearly.
9 So my basic understanding is that --
10 what do you call the Morris facility?
11 A. Morris. Just Morris.
12 Q. Okay. So my understanding is that the
13 project at issue in this suit had to do with
14 developing and expanding the facility so it might
15 be able to handle different input pressures into
16 the compress -- is it -- it's a compressor station.
17 Am I using that term correctly?
18 A. Yes. That's part of it, yes.
19 Q. Okay. If you would, just describe for me
20 what the general plan was for this project. What
21 were we hoping to do at the Morris facility?
22 A. We were looking to increase throughput, and
23 we were adding compression. We were also adding a
24 new tier of service, and we were also adding to the

Page 29

1 dehy capabilities.
2 **Q. Okay. And there are -- there will be**
3 **times -- even though I probably know the answer --**
4 **we're going to have a transcript of this thing when**
5 **we're done, and I may ask you to explain some terms**
6 **that we're familiar with, but just to make sure**
7 **it's on the same record.**
8 **When we talk about a dehy ability or**
9 **function, what is that?**
10 A. Dehydration. So your gas stream has liquid
11 hydrocarbons and water as it comes -- you know, it
12 comes from the well pad to the compressor site.
13 And you have to dry that -- that gas and it's --
14 it's a process, you know, that's used to dry the
15 gas stream.
16 **Q. Okay. So in a -- in a very broad sense,**
17 **there's gas production from gathering lines and**
18 **wells in the area around the Morris station, and**
19 **that facility's function is to separate, clean,**
20 **and -- and make the gas useable for -- is it sale**
21 **into a production line? Is that what the final**
22 **result is?**
23 A. Yeah. We sell it to, like, a transmission
24 company that would use it for many different

Page 30

1 purposes. They may -- they may refine it further
2 or they may sell it, you know, as pretty much of a
3 raw product as well.
4 **Q. Okay. So the -- the -- so this is**
5 **essentially an improvement to the Morris station to**
6 **help it operate at a better capacity and more**
7 **efficiently. Is that just a -- is that a fair**
8 **generalization?**
9 A. Yes, I guess.
10 **Q. Okay. Had you overseen any projects for --**
11 **ever, going even back to Hartman, that the -- the**
12 **purpose was essentially the same as it was at the**
13 **Morris expansion that we're here about in this**
14 **case?**
15 A. Yes.
16 **Q. Okay. Tell me what those were.**
17 A. We had, you know, upgrades to the dehy
18 system, at Hopewell and we added dehydration. We
19 had upgrades to -- many upgrades to our Majorsville
20 plant which included dehydration, compression,
21 separation, heat -- heat exchange, that type of
22 stuff. So there were many phases to Majorsville
23 that I was involved in.
24 Upgrades to the McQuay plant.

Page 31

1 Upgrades to, you know, Maymont.
2 **Q. So you named four of those. Were all of**
3 **those at CNX, or is that a mix of Hartman and CNX**
4 **projects?**
5 A. That's a mix of Hartman and CNX projects.
6 **Q. Okay. Which of those would have been --**
7 **but those are all CNX facilities?**
8 A. That's correct.
9 **Q. Okay.**
10 A. Yeah.
11 **Q. Were you generally a foreman or a**
12 **superintendent on all those jobs?**
13 A. Yes.
14 **Q. I'd -- I've seen in the materials for the**
15 **Morris job you being referred to as the project**
16 **manager. Is -- was that --**
17 A. (Crosstalk).
18 **Q. -- your role or is that a misstatement?**
19 A. I'm basing it on my title as CNX calls it.
20 My --
21 **Q. Okay.**
22 A. My duties include some type of management
23 obviously.
24 **Q. Okay. So at the Morris pad, were you**

Page 32

1 **on-site daily?**
2 **I said "pad." That's a misstatement.**
3 **I'm sorry.**
4 **The Morris facility, were you on-site**
5 **frequently and even daily?**
6 A. Yes.
7 **Q. Okay.**
8 A. Up to a point.
9 **Q. All right. And when you say, "up to a**
10 **point," is that when you were transferred off of**
11 **that project?**
12 A. That's correct.
13 **Q. Okay. Do you remember about -- I know -- I**
14 **think that was in July of '19 that you were taken**
15 **off the Morris project.**
16 **Do you remember the -- with any more**
17 **specificity exactly when you left the Morris**
18 **project?**
19 A. I don't remember the exact day. I believe
20 it was in July.
21 **Q. Okay. And where did you go to after the**
22 **Morris project? Were you transferred to another**
23 **construction job?**
24 A. Yes. The Dry Ridge project.

Page 33

1 Q. Dry Ridge?
2 A. Yes.
3 Q. Okay. Do you -- what -- whose decision was
4 it that you were transferred from the Morris
5 Project to the Dry Ridge project?
6 A. I'm not sure whose decision it was, sir,
7 but I know who told me or who instructed me.
8 Q. Okay. Who is that?
9 A. Dennis Koscho.
10 Q. And at what -- at what stage, if you can
11 explain to me as a layperson -- at what stage of
12 construction completion was the Morris project when
13 you left in July of '19?
14 A. We were -- we -- I mean, we were about
15 probably two-thirds of the way through the project,
16 based on installing five units of compression, and
17 we had -- we had installed three of the five, so we
18 were -- we were at like 60 percent of the project.
19 Q. Okay. And do -- were you advised as to why
20 you were being transferred from the Morris project
21 to the Dry Ridge project when you were in July of
22 '19?
23 A. Yes, there was -- there was some
24 explanation there.

Page 34

1 Q. Okay. I had a -- I had a technical glitch
2 there, Mr. Dunn. I think it's on my end because
3 everybody froze but me.
4 Can you repeat that last answer,
5 please?
6 A. Yes, it was explained to me why.
7 Q. What was that explanation?
8 A. That I was needed on the other project
9 because there were some issues that needed my
10 attention.
11 Q. Okay. Who would have replaced you at the
12 Morris project when you left?
13 A. I'm not sure how they decided who -- who
14 would fill my role.
15 Q. Okay. And I see in the materials we've
16 been provided, you are still on some e-mail
17 communications following you leaving the Morris
18 project.
19 Do you recall still getting
20 communications even though you had left to go to
21 the Dry Ridge project?
22 A. Yes.
23 Q. What was the purpose of the -- you still
24 being communicated with, if you were at the other

Page 35

1 project? Did you have some -- still maintain some
2 responsibilities for the Morris project?
3 A. No. I -- I think I was probably on the
4 group message and I was -- I was being copied,
5 just -- just to be kept up to speed with some of
6 the, you know, e-mails going back and forth. They
7 were -- I was being copied.
8 Q. Okay. Well, it's hard to get off the
9 e-mail string or a text string once you're on
10 there. I understand.
11 A. Yeah.
12 Q. Did -- did you provide any guidance on the
13 remaining stages to the Morris project after you
14 formally left to go to the Dry Ridge project?
15 A. I don't remember, to be honest with you. I
16 may have -- I may have answered an e-mail or
17 something or interjected something at some -- some
18 of my thoughts, but I don't remember, to be honest
19 with you.
20 Q. Okay. To the extent you received e-mails
21 post your departing the project, did you read those
22 e-mails? I mean, did you keep up to speed if they
23 were sent to you?
24 A. I did not read all of them. I may have --

Page 36

1 I may have read them briefly, but probably did not
2 respond to them.
3 Q. Okay. All right. I'm going to take --
4 MR. BRUMLEY: Greg and Realtime, and
5 Kevin, we're going to take -- I'm going to take
6 like a couple minute break here.
7 THE DEPONENT: Okay.
8 MR. BRUMLEY: Get another cup of
9 coffee, stretch my legs. Let's reconvene in like 5
10 minutes. Okay?
11 THE DEPONENT: Okay.
12 THE VIDEOGRAPHER: Going off the
13 record. The time is 10:14 a.m.
14 (A recess was taken after which the
15 following proceedings continued as
16 follows.)
17 THE VIDEOGRAPHER: Now begins media
18 unit 2 in the deposition of Kevin Dunn. We're back
19 on the record. The time is 10:25 a.m.
20 BY MR. BRUMLEY:
21 Q. Okay. Mr. Dunn, with respect to the Morris
22 station expansion, when did you first become aware
23 that that project was in -- in the making?
24 A. It was in the fourth quarter of '18.

Page 37

1 **Q. Okay. So if we establish -- we have a**
2 **timeline, and if I'm -- trust me, if I'm off base,**
3 **please correct me, but it looked like that bids**
4 **were solicited in October of '18.**
5 **How long before whenever the bid**
6 **information packets were released and solicited**
7 **were you aware that the Morris expansion was on the**
8 **table for CNX?**
9 A. I -- I had known for some time. You know,
10 I knew the job was up and coming. I was not aware
11 that I was going to be involved in it until the
12 fourth quarter, till -- just before bedtime, I
13 attended a couple meetings.
14 **Q. Okay. The -- so up until the bids were**
15 **solicited, I take it you had some role in the**
16 **project?**
17 A. Yes. Just -- yes, I had a -- in the bid
18 selection process, and deciding who would be
19 selected to be on the bidder's list.
20 **Q. Okay.**
21 A. Reviewing the -- reviewing the model and
22 the drawings.
23 **Q. So take me through for the Morris project.**
24 **I understand that Orbital was a design group that**

Page 38

1 **worked on this project. Do you recall them?**
2 A. Yes, I do.
3 **Q. What was Orbital's role?**
4 A. They were the designer, design engineering
5 firm, that CNX had hired to -- to do that -- that
6 type of work for them.
7 **Q. Okay. To your knowledge, had Orbital done**
8 **similar projects for CNX as the designer?**
9 A. Yes, they had.
10 **Q. Okay. So does CNX have its own design**
11 **group that also works on design of the project?**
12 A. They do, yes, but it's limited. So on a
13 project of this size, they would go to a
14 third-party firm to do it and then our people would
15 manage that.
16 **Q. Okay. When you say your people, who from**
17 **the CNX side would be interacting with Orbital to**
18 **get the -- the design needs met?**
19 A. Well, the project engineer was Carissa
20 Hansen, so she was in direct communication with
21 Orbital.
22 **Q. All right. Were you part of --**
23 **(Court reporter clarification.)**
24 A. So I said Carissa Hansen was in our -- on

Page 39

1 our engineering team as the lead -- lead engineer
2 on the project.
3 **Q. How many people are in the CNX engineering**
4 **team? I mean, do they have 50 engineers, or do**
5 **they have Carissa and three or four more? How big**
6 **is that group generally?**
7 A. It's not very big. It's maybe five or six.
8 **Q. Okay. And had you worked with Orbital**
9 **before in projects?**
10 A. Yes.
11 **Q. What project would that have been? Or**
12 **projects?**
13 A. I don't remember the specific projects, but
14 I have worked with them in the past, yes.
15 **Q. So you were involved in identifying the**
16 **entities that would be solicited to provide bids**
17 **for the Morris expansion. Were you on that**
18 **decision train, so to speak?**
19 A. I'm sorry, could you restate the question,
20 please?
21 **Q. Yeah.**
22 **So when -- when the project was going**
23 **to be let out for bids to, you know, construction**
24 **teams like ACS, were you part of the group that**

Page 40

1 **decided what companies would be solicited to bid on**
2 **this work?**
3 A. Yes.
4 **Q. Okay. Who else was on that -- who else was**
5 **in that group that was determining who would be**
6 **asked to do bids?**
7 A. Carissa Hansen, Dennis Koscho, Ryan
8 Aubuchon, Adam Beck, and Chase Davis.
9 **Q. Okay. And so in addition to ACS, who else**
10 **was solicited to bid on this project for the**
11 **construction side?**
12 A. I don't remember specifically. I could --
13 it would be a guess if I -- if I -- I think I --
14 **Q. Well --**
15 A. I think I know, but I don't know for sure.
16 **Q. Okay. Would it have been three or four**
17 **other groups or would it have been 50? What --**
18 **give me an idea of what the competition was for**
19 **bidding this work?**
20 A. I think there were five or six that
21 received bid packages, and then it was narrowed
22 down to just two or three that actually were called
23 in for bid clarification.
24 **Q. Okay. Were you able to review the design**

Page 41

1 that was made available to bidders for doing
2 responses for bids on this project? Like did you
3 get to sit down with whatever existed for
4 contractors, like ACS, to review to produce a bid?
5 A. Yes. I had access to the bid documents.
6 Q. Okay. Tell me generally what's in -- what
7 were in the bid documents that all the entities
8 bidding would have received?
9 A. There was a model, what we called a 60
10 percent model. It -- it was not complete.
11 Q. Tell me what 60 -- what does 60 percent
12 mean?
13 A. There was 40 percent of it that was not
14 shown in the model.
15 Q. Okay. Is that -- as far as the model, was
16 that done by Orbital; to your knowledge?
17 A. Yes, it was.
18 Q. And on the 60 percent model, from your work
19 on projects such as this, is that the standard
20 information that is typically provided to bidders,
21 a 60 percent model?
22 A. It's not uncommon to see a bid go out with
23 bid documents going out at 60 percent. It's always
24 more desirable to have a complete design available

Page 42

1 for bidding purposes, but that's -- that's really
2 not -- I mean, in that -- in that particular time
3 frame, that was not what -- you know, what we did.
4 It's because --
5 Q. Okay.
6 A. -- because of time constraints.
7 Q. Okay. That -- that's my next question.
8 What limitations were there that
9 prohibited or -- or made it such that a 60 percent
10 design was available as opposed to something that
11 was more developed? Why was it that way?
12 MR. MICHAELS: Objection to form.
13 You can answer, Kevin.
14 A. Strictly my opinion only, but just trying
15 to secure a -- get a contractor to -- an -- on
16 board ahead of time because of the -- the way the
17 market was, you know. There was -- everybody was
18 very busy at that time, so we were -- we were
19 trying to establish, you know, a contractor to get
20 somebody on board sooner rather than later.
21 Q. Did you have direct interaction with
22 Orbital to build upon the initial model, you know,
23 to make the 60 percent more complete as it went
24 forward? Was that part of your job or -- or not?

Page 43

1 A. I had very limited input, but it was -- it
2 was mostly Carissa.
3 Q. Okay. So if we were to talk about the
4 reason be -- behind potential time delays of
5 Orbital producing design documents, do you have
6 information as to whether, for instance, that would
7 be them waiting on information from CNX
8 Engineering, or them just not producing design
9 documents in a timely fashion?
10 Do you have any information relating
11 to that subject matter?
12 A. No, sir.
13 Q. Okay. So that's not -- when you got less
14 hours and more pay, that wasn't put into your
15 hourly base then.
16 A. That's correct, yes.
17 Q. Okay. Did you have a direct communication
18 with anybody at Orbital?
19 A. Yes, I did.
20 Q. Who was that contact?
21 A. Jeff Metzger.
22 Q. Okay. And what was the nature -- I mean,
23 what reasoning did you have to communicate with
24 Jeff Metzger?

Page 44

1 A. He would visit the -- the job site
2 occasionally. My job was more geared to how -- how
3 are we going to achieve the goals that we set and
4 not really decide what -- you know, what we were
5 going to do but how we were going to do it.
6 So Jeff would come out and visit the
7 site and get some of my thoughts on how we would,
8 you know, do our tie-ins to the existing piping,
9 and -- and how we would -- you know, different --
10 you know, which -- which particular different
11 tie-ins we would do, like, at any particular
12 outage, and which ones, you know, we would wait to
13 a later time.
14 So we -- it was more like a
15 coordinating -- coordinating the effort, you know,
16 to kind of give him an idea of what -- you know,
17 what we wanted to do first.
18 Q. Okay. So was he more of a as you proceeded
19 in the construction process, and back and forth for
20 detail so that it could be added to design
21 components of the project?
22 A. I don't understand the question. Sorry.
23 Q. Well, so, I guess if we have Carissa
24 communicating with Orbital as the project engineer,

Page 45

1 so to speak, I'm just trying to get an idea as to
2 what part of the information you were providing to
3 Orbital or getting from Orbital that helped you as
4 the, you know, the project foreman?
5 A. Well, any of the -- you know, as the job
6 unfolded, you know, we got 60, 70, you know, 80
7 percent more -- you know, the more information as
8 it unfolded, it certainly helped to -- to schedule.
9 It helped to determine which -- which particular
10 items needed done first, second, third, that type
11 of thing. Just managing the schedule, the
12 manpower, and that kind of thing.
13 Q. Okay. There were multiple change orders
14 issued from Orbital to CNX throughout the project.
15 Were you ever part of the communication string when
16 Orbital said they had to do a design change that
17 resulted in a change order?
18 A. No, I was not part of that.
19 Q. Okay. So let's go back to the bid process.
20 The projects led out to bid in October of '18, were
21 you part -- I understand there was a PowerPoint
22 that was provided to potential bidders as an
23 initiation description overview, so to speak, of
24 the project. Are you aware of that?

Page 46

1 A. I am, but not -- I don't remember the
2 details of it.
3 Q. Okay.
4 A. I don't remember.
5 Q. You didn't put that together, but you
6 probably saw it; is that fair?
7 A. That's fair, yes.
8 Q. Okay. And in the -- in the bid process,
9 were you involved in evaluating the bids that were
10 provided by construction entities for this project?
11 A. Yes.
12 Q. Okay.
13 THE VIDEOGRAPHER: This is the
14 videographer. I'm sorry to interrupt. Mr. Dunn,
15 is it possible you could tilt your camera down just
16 a little bit?
17 THE DEPONENT: Okay.
18 THE VIDEOGRAPHER: It's kind of
19 cutting off your chin a little bit there.
20 THE DEPONENT: Is that better?
21 THE VIDEOGRAPHER: That's perfect.
22 Thank you.
23 BY MR. BRUMLEY:
24 Q. Take me through what steps that were

Page 47

1 undertaken by CNX in the evaluation of the bids
2 that were submitted by the people that placed bids
3 on this project.
4 A. So the bid -- the proposal would -- would
5 be put on -- online, put on a share site that we
6 could go and read through the proposal of each
7 particular contractor. And, you know, I had access
8 to that and I could go in and see, you know,
9 where -- you know, what they excluded from the
10 project, what they clarified, what, you know,
11 different questions that were asked, and I was able
12 to review those -- those particular proposals.
13 And, of course, the -- their estimated
14 cost, of course, was there as well.
15 Q. Do you re -- for instance, do you recall
16 the type of bid system that was utilized for this
17 project as far as what you were asking the
18 proposals to encompass?
19 A. Yes. So we --
20 Q. Describe -- as a lay person -- hold on a
21 second.
22 As a lay person, describe for me the
23 information that you were soliciting and how you
24 would have gotten to compare sort of the bids to

Page 48

1 each other. What were you asking people to provide
2 you?
3 A. So being that we are offering the 60
4 percent documents, we were looking for a contractor
5 that had experience and knowledge to hypothesize
6 what the final outcome would be based on their
7 experience and knowledge of building compressor
8 plants and dehys.
9 And a lot of that went, you know, as
10 part of, you know, our decision making of who --
11 who presented the best forecast of, you know, what
12 the overall cost would be at a hundred percent.
13 And, you know, that's -- that's -- you know, that's
14 where the final number was coming from, you know,
15 with the -- use the 60 percent and estimate your
16 final buildout number.
17 And, you know, we used their proposal
18 to kind of see, you know, what they foresaw coming,
19 you know, like what was going to be needed that was
20 not shown on the 60 percent. And, you know, you
21 can get a pretty good feel for who knows what
22 they're doing by doing -- by, you know -- by
23 reviewing that proposal.
24 Q. Okay. So you were looking at -- I would

Page 49

1 **assume that the cost and projected project costs**
2 **were one of the factors that you were evaluating in**
3 **the bids you received (audio distortion)?**
4 A. Yes.
5 **Q. And do you -- do you remember what my**
6 **client's initial bid price was?**
7 A. I don't remember the exact number, no, but
8 I had a -- I have an idea what it was, but I don't
9 remember the exact number.
10 UNIDENTIFIED SPEAKER: 14, 1.
11 **Q. My recollection -- and we're not going to**
12 **hold you to the dollar amounts because this isn't**
13 **part of the deposition, but it is important for the**
14 **concept of how we got to this project**
15 **operationally.**
16 I think it was over 14 million for the
17 whole project at that point. Does that sound about
18 right to you from the initial bid?
19 A. Yes.
20 **Q. And where were the other bidders in**
21 **relation to AC&S's bid? Were they higher, lower,**
22 **or mixed?**
23 A. Yeah. They were mixed, yes.
24 **Q. Okay. The records would reflect that the**

Page 50

1 **bids were received by CNX in and about November of**
2 **2018. Does that meet with your recollection?**
3 A. Yes.
4 **Q. Let's try to use a little technology here**
5 **just as a fun demo.**
6 MR. BRUMLEY: Evan, I've got Exhibit D
7 up. Can you bring up the Invitation for Bids dated
8 October 9th, 2018.
9 Greg, this is the CNX Invitation for
10 Bids for Expansion of the Morris Compressor Station
11 in Green County.
12 MR. MICHAELS: Okay, Kevin, just so
13 you know, I did -- I know you probably -- you've
14 been testifying and the e-mails did come through to
15 us and I have forwarded them on to you as well.
16 BY MR. BRUMLEY:
17 **Q. Okay. So, Mr. Dunn, are you able to see**
18 **the document as we placed the first part of the**
19 **first page on the screen?**
20 A. Yes.
21 **Q. Is it -- most importantly, is it readable**
22 **to you? Are you able to see it? It's not --**
23 A. It's -- you know, it's -- it's readable
24 until my eyes go crossed and then I can't read it.

Page 51

1 **Q. Well, we'll have a race for that one, I**
2 **think.**
3 A. It's a little small, I guess, is what I'm
4 saying.
5 (Crosstalk)
6 THE VIDEOGRAPHER: This is the
7 videographer. If I can make a suggestion, if
8 you're able to maximize that window there, it may
9 make that document a little easier to see. Zoom
10 it. Perfect.
11 MR. MICHAELS: Can we -- Chris, can we
12 give him a chance to take a look --
13 (Crosstalk.)
14 MR. BRUMLEY: Yeah.
15 **Q. Mr. Dunn, this is in an e-mail that we sent**
16 **that it sounds like Greg has sent to you.**
17 MR. BRUMLEY: And in their exhibits,
18 is it D.?
19 MR. MICHAELS: Yes.
20 **Q. Okay. If you want to open it on your own**
21 **to review. The problem we have with us putting it**
22 **on the screen is we have to scroll for you to read**
23 **it, so that's why I wanted to give you the e-mails.**
24 **But see if you can open the e-mail.**

Page 52

1 A. Okay. Can I -- can I just hit leave? I'm
2 not familiar with --
3 **Q. Well, I think you can just minimize.**
4 MR. MICHAELS: Yeah, Kevin. You can
5 minimize and it won't -- you know, we won't follow
6 you. We won't see what you're doing.
7 **Q. Yeah, don't -- just -- just minimize the**
8 **screen and open your e-mail.**
9 A. Yeah, I'm not seeing minimize on my screen
10 here. It's typically up in the right hand corner
11 and I don't see it there.
12 THE VIDEOGRAPHER: When a screen share
13 is active, if you move your cursor to the top
14 portion of your screen, you may have a little menu
15 or a little button that will allow you to exit the
16 full screen.
17 You may also try hitting the escape
18 key on your keyboard, and that may shrink that down
19 to a regular size Zoom window as opposed to a full
20 screen. Sometimes screen sharing will just open up
21 full screen.
22 THE DEPONENT: Okay. I just opened
23 the view options. Would I hit "Hide video panel"?
24 Would that -- would that work? Oh, no, that's

Page 53

1 just -- okay. I see what that did. Let's see
2 here.
3 THE VIDEOGRAPHER: Yeah. It may have
4 an option that says full screen during screen share
5 or something like that.
6 THE DEPONENT: Yeah. Exit full
7 screen. Still don't see where to minimize here.
8 Can I just hit, like, "Stop video" and
9 go to my e-mail or -- I don't see how to minimize
10 it.
11 THE VIDEOGRAPHER: Do you have Zoom
12 full screen right now? Is that the problem?
13 THE DEPONENT: Let's see. I don't --
14 I can't --
15 MR. MICHAELS: You know what -- hey,
16 Chris, is it -- could Evan stop sharing his screen
17 just for a minute? That may help Kevin get where
18 he needs to get.
19 THE DEPONENT: Yeah.
20 MR. MICHAELS: Would that make it a
21 little easier?
22 THE DEPONENT: Now I can minimize,
23 yeah.
24 MR. MICHAELS: Okay. There we go.

Page 54

1 Okay.
2 THE DEPONENT: Yeah -- okay. What --
3 what particular exhibit am I looking for?
4 MR. MICHAELS: Exhibit C is how
5 they're labeled if you go open up the file.
6 THE DEPONENT: Yeah, I got -- yeah, I
7 gotta download it.
8 It's not letting me open it. I know
9 CNX has a -- has a lock on zip files because
10 security reasons. I may need -- I may need some IT
11 help to open this.
12 MR. MICHAELS: Hey, Kevin, I did send
13 it to your wife's e-mail address that you
14 instructed just to --
15 THE DEPONENT: Okay. Let's see here.
16 MR. MICHAELS: (Audio distortion)
17 around that problem.
18 MR. BRUMLEY: Greg, maybe as we can go
19 through it, you could -- if you can unzip it, send
20 him the individual exhibits, and that way he can
21 open them one at a time.
22 MR. MICHAELS: That's not a problem.
23 Sure.
24 All right, Kevin, I just sent it to

Page 55

1 you to your CNX e-mail with just Exhibit C.
2 THE DEPONENT: Okay.
3 BY MR. BRUMLEY:
4 **Q. Mr. Dunn, when you're able to open that,**
5 **just go ahead and tell us when you've -- you know,**
6 **you don't have to read it word for word, but I want**
7 **you to be comfortable with what the document is, so**
8 **--**
9 **Just let us know when you're ready.**
10 THE DEPONENT: Yeah. That last e-mail
11 you sent me, Greg, it's just -- it's not just
12 Exhibit C. It's --
13 MR. MICHAELS: Well, there should be
14 another one. I just sent you another one, so you
15 can give it one more shot. The other one (Audio
16 distortion) I did sent you just exclusively Exhibit
17 C.
18 THE DEPONENT: Yeah, it hasn't -- it
19 hasn't came through yet. I just still have the
20 list of the -- all the -- all the different files
21 here.
22 MR. MICHAELS: Got you.
23 We'll give that a minute, but it
24 should be coming through to you.

Page 56

1 THE DEPONENT: Okay.
2 Yeah, the last one I got, Greg, was at
3 10:44.
4 MR. MICHAELS: Okay, I sent you one at
5 10:54.
6 THE DEPONENT: Okay. I do not have it
7 yet there.
8 MR. MICHAELS: Let's see.
9 THE DEPONENT: Yeah, I'm connected.
10 All my folders are up to date. The last one was
11 10:44.
12 MR. MICHAELS: Yeah, and that was --
13 THE VIDEOGRAPHER: Would you-all like
14 to go off the record so we can sort this out, or
15 would you like to stay on the record?
16 MR. MICHAELS: It's Chris's call. I'm
17 happy to go off for a minute here.
18 MR. BRUMLEY: Yeah, let's go off the
19 record for a minute.
20 THE VIDEOGRAPHER: Going off the
21 record. The time is 10:57 a.m.
22 (A recess was taken after which the
23 following proceedings continued as
24 follows.)

Page 57

1 THE VIDEOGRAPHER: Now begins media
2 unit 3 in the deposition of Kevin Dunn. We're back
3 on the record. The time is 11:05 a.m.
4 MR. BRUMLEY: And, Jaime, we'll mark
5 this as -- it's attachment D to our set, but just
6 let's mark it as Dunn Depo Exhibit 1.
7 COURT REPORTER: Okay.
8 DUNN DEPOSITION EXHIBIT NO. 1
9 (Invitation to Bid was marked for
10 identification as Dunn Deposition
11 Exhibit No. 1.)
12 BY MR. BRUMLEY:
13 **Q. So, Mr. Dunn, the document that we've just**
14 **been off the record and you've reviewed, do you**
15 **recognize that document generally?**
16 A. Yes.
17 **Q. What is it?**
18 A. It's -- it's an Invitation for Bid as it
19 states on the top there.
20 **Q. Okay. So every --**
21 A. (Audio distortion) -- the work. I'm sorry.
22 **Q. Go ahead. I'm sorry for interrupting.**
23 A. No. It describes the work that's going to
24 be performed.

Page 58

1 MR. MICHAELS: Hey, Chris, I don't
2 want to stop. You mentioned this was attachment D,
3 but I think you had referenced it being Exhibit C.
4 I know they're the -- they're kind of same
5 document, so which one --
6 MR. BRUMLEY: So to avoid confusion, C
7 and D are essentially the same document. One was
8 the initial bid, and the other -- I think C is the
9 subsequent October 26th, perhaps, revised bid
10 document that only revises some of the dates in the
11 middle, but we're using C that you sent to him and
12 reviewed for this purpose, which I believe is the
13 second revised document. So it's the same
14 document, just with one more revision.
15 **Q. Okay, Mr. Dunn. Going back to what we were**
16 **saying. The -- all the bidders would have received**
17 **this document along with the model that we referred**
18 **to before that was a 60 percent design model; is**
19 **that correct?**
20 A. Yes.
21 **Q. And the -- if you look at the third**
22 **paragraph there, it -- halfway down, it says that,**
23 **"CNXM is requesting a pricing for the work detailed**
24 **in this, and all company documents based on the**

Page 59

1 **current schedule and 60 percent design set."**
2 **Do you see that sentence?**
3 A. Yes.
4 **Q. And the next sentence, "The structure of**
5 **this bid is T&M plus fixed markup of labor and**
6 **materials."**
7 **What does that mean? What is a**
8 **structure of "T&M plus fixed markup of labor and**
9 **materials mean"?**
10 A. It's -- it means cost plus to me.
11 **Q. Well, I mean, do you know of any other**
12 **interpretations of that, or is that what it means**
13 **generally in the construction area?**
14 A. (Crosstalk) time and material plus your
15 markup on your -- that you've agreed to through
16 your Master Service Agreement, whatever that markup
17 may be.
18 **Q. Okay. And the next sentence is, "A lump**
19 **sum will be compared to other contractor bid**
20 **pricing as well as the budgeted amount."**
21 **What is the lump sum?**
22 A. I think that -- well, I'm not sure to be
23 honest with you. I -- I know that T&M was
24 different than lump sum, so I'm not sure what that

Page 60

1 means.
2 **Q. Did -- the next line says, "The contractor**
3 **is required to include all assumptions and**
4 **completely fill out the SOV document based on**
5 **experience and provided documentation."**
6 **What does SOV stand for?**
7 A. Schedule of values.
8 **Q. Okay. And were you familiar with that**
9 **document as it was provided by the bidders and**
10 **filled out by the bidders for this project?**
11 A. Yes. I don't remember in detail, but I see
12 those often. Schedule of value.
13 **Q. Okay. The next sentence says, "Once IFC**
14 **drawings have been developed, the contract will**
15 **have the opportunity to apply the pricing to the**
16 **updated plan set quantities to firm up the project**
17 **cost."**
18 **What is IFC drawings?**
19 A. Issued for construction.
20 **Q. Okay. So are those the design drawings**
21 **that the contractor would have in his hand to**
22 **actually know the detail of building the -- the**
23 **project that they -- that was involved in this**
24 **case? Is that what I need, sort of the blueprints?**

Page 61

1 A. Yes.
2 **Q. Is the issue for construction documents**
3 **part of the 40 percent that isn't included in that**
4 **initial 60 percent model?**
5 A. Yes.
6 **Q. When was the issue for construction**
7 **documents due to bidders so they could provide the**
8 **estimate referred to in this paragraph?**
9 MR. MICHAELS: Objection.
10 Misrepresents the text of the document.
11 **Q. Do you understand the question, Mr. Dunn?**
12 A. Yes. Could you repeat the question,
13 please?
14 **Q. Okay. So -- so let me make it simpler so**
15 **even us lawyers can understand it. That's pretty**
16 **simple.**
17 The -- we have a 60 percent model that
18 are provided to bidders, and then we have reference
19 here to these issued for construction drawings, and
20 the statement that the contractor will have the
21 opportunity to apply pricing to the updated plan
22 sets to firm up project costs.
23 Was it your understanding that a
24 contractor would be selected and then update its

Page 62

1 pricing when the IFC designs were provided, or that
2 there would be a supplemental opportunity for
3 contractor to see IFC drawings before CNX selected
4 the winning bidder?
5 MR. MICHAELS: Objection to form.
6 You can answer, Kevin.
7 A. Yeah, it was -- it was -- the IFCs would
8 have come after contractor selection.
9 MR. BRUMLEY: Where is that? Okay.
10 All right.
11 **Q. So if I understand it correctly, you were**
12 **going to get the bids, select a contractor, and**
13 **then IFC design drawings were going to be provided,**
14 **and then you were going to work on it from there;**
15 **is that fair?**
16 A. Yes.
17 **Q. So tell me precisely what your role --**
18 **once -- once they started work, what was Kevin**
19 **Dunn's role on the project?**
20 A. So I was just to oversee the quality of the
21 work, to interface with the contractor as far as
22 scheduling's concerned. Any work outside of the
23 scope would be discussed and approved by myself,
24 and coordinate -- coordinate, you know, delivery of

Page 63

1 equipment and (audio distortion.)
2 **Q. Okay. I don't know if you broke up on me**
3 **there, or you were just away from the mic, but --**
4 **so if you -- if you scroll down the document a**
5 **little bit, it lists the communication people for**
6 **the company, and you are the construction foreman**
7 **per that list in part 2 -- or category 2**
8 **communication in this document, correct?**
9 A. Yes.
10 **Q. So eventually ACS obviously was awarded**
11 **this job. Who did you work with mainly to**
12 **communicate regarding scope and proposed changes on**
13 **this project while you were there?**
14 A. James Putman.
15 **Q. Okay. And is it your understanding as**
16 **changes were proposed or identified by Mr. Putnam**
17 **(sic) that you were the person in charge of**
18 **approving those changes or not?**
19 A. Yes, that's correct.
20 **Q. Okay. You made reference a couple seconds**
21 **ago to identifying whether changes were within --**
22 **something was within the original scope or was a**
23 **change.**
24 Is that part of what your job was?

Page 64

1 A. Yes.
2 **Q. All right. So tell me what you used to**
3 **define what the scope was in order to determine**
4 **whether something was within the scope or was a**
5 **change?**
6 A. Several things. I used the model. I used
7 the PNID drawings. I used the isometric drawings,
8 and I would use the -- the ortho drawings.
9 **Q. What of those drawings were available to**
10 **bidders when they laid out their initial bid price**
11 **for the project? Was it just the model, or were**
12 **other drawings available to them?**
13 A. I don't remember to be honest with you.
14 **Q. Okay. The -- at some point after the bids**
15 **were submitted -- and just for representation, I**
16 **think that ACS's bid was in the \$14,100,000 range.**
17 Are you aware that CNX asked for
18 contingencies to be removed from that bid amount to
19 lower the price?
20 A. I was aware that the price was lowered. I
21 don't -- I didn't remember -- or I don't remember
22 why.
23 **Q. Okay. Well, who at CNX would have**
24 **requested that that price be lowered?**

Page 65

1 A. I'm not sure.

2 **Q. And you don't know the reasoning why that**

3 **request was made?**

4 A. No.

5 **Q. So if -- take me through, Mr. Dunn, what**

6 **information and interaction you would have with the**

7 **ACS representative, James Putnam (sic). Was this**

8 **like a daily meeting or a weekly meeting?**

9 I mean, tell me how you guys worked

10 together to get this project built.

11 A. James was my main point of contact, my

12 first point of contact, I would say. Him and I

13 both were on site daily. We met daily several

14 times a day. They -- we normally met in the

15 evening to -- to clarify any -- any -- anything

16 that -- you know, any outstanding issues of the

17 day, you know, things that were needed for the next

18 day, the next week, the next month, and so forth.

19 Kind of -- so we met, you know, at

20 least at minimum every -- every afternoon or every

21 evening near the end of the shift. You know, I was

22 out on location and out of my office, and I'll --

23 you know, where the work was being done often. I

24 would communicate with James, you know. Him and I

Page 66

1 would both walk the site together and, you know,

2 bounce ideas off each other of what -- you know,

3 what direction it needed to go from there, you

4 know, because there were some things that were kind

5 of unclear, but -- that we had to kind of work out

6 in the field, such as tie in points and outage --

7 outage days and certain things like that.

8 **Q. So if you look in the document that we are**

9 **using as Exhibit 1, it talks about what the**

10 **contractor is to do, and you see in the first**

11 **paragraph as far as the scope statement, it's to**

12 **provide labor, materials, tools, and equipment**

13 **necessary for the expansion of the Morris**

14 **Compressor Station.**

15 Was it your understanding that the

16 contractor would have any design responsibilities

17 in this project?

18 A. No.

19 **Q. Okay. As the project developed, did you**

20 **find it necessary to work with the contractor to do**

21 **field design solutions to make up gaps that weren't**

22 **included in the Orbital design documents?**

23 A. Yes.

24 **Q. Okay. Give me some examples of those.**

Page 67

1 A. There were times -- or there was a time

2 that I had a discussion with Frank (audio

3 distortion) about using a reducing tee in several

4 places in lieu of a weldolet.

5 **Q. Okay. So let's -- using that as an**

6 **example, I assume that there's a number of those.**

7 **You don't recall each and every one of them; is**

8 **that fair?**

9 A. That's fair, yeah.

10 **Q. Okay. Did you end up having to use any**

11 **other design professionals besides Orbital on this**

12 **project?**

13 A. Not that I can recall.

14 **Q. Okay. Did -- did CEC have any involvement**

15 **in this project?**

16 A. Yes.

17 **Q. What was their role?**

18 A. Their role was to help with field measuring

19 to -- so we could, you know, get measurements to

20 the shop for accuracy you might say.

21 **Q. Okay. Were -- was the -- what point did**

22 **they become involved in this project? Were they**

23 **intended to be involved from the outset, or is that**

24 **a need that developed during the project itself?**

Page 68

1 A. That's a need that developed as the project

2 unfolded.

3 **Q. And explain for me why that was a need in**

4 **this project and wasn't part of the Orbital design**

5 **itself.**

6 A. I believe it was the contractor was

7 responsible for field measuring to do -- to do the

8 checks and balances to make sure that the -- that

9 the isos were correct, and, you know, to field --

10 to field verify any and all isos.

11 They were -- well, CEC was brought in

12 to help ACS do that at CNX's expense actually.

13 **Q. Any other design work that you -- or**

14 **technical work like CEC that you needed to use on**

15 **this project that wasn't covered by Orbital?**

16 A. I mean, I -- Carissa Hansen was our project

17 engineer who made this -- who made decisions at

18 times.

19 **Q. The project was proposed -- if you look at**

20 **the schedule, initially the award date for this**

21 **project was the first of November of 2018 and was**

22 **moved back a week.**

23 Do you know why that was, why the

24 award date was pushed back?

Page 69

1 MR. MICHAELS: Are we on page 3 of
2 this doc -- or page 4 of this document?
3 MR. BRUMLEY: Yes.
4 A. Is that Table 1, Morris Bid Schedule?
5 **Q. Yes.**
6 A. I don't recall why that got pushed back.
7 **Q. All right. So as far as you recall, you**
8 **don't know of any other design professionals**
9 **besides CEC that was used on this project, right?**
10 A. I don't recall.
11 **Q. Okay. The contractor had an obligation to**
12 **field measure as you've just mentioned, correct?**
13 A. Correct.
14 **Q. Did you find that there was an extreme**
15 **amount of field measurement due in this project**
16 **because of the lack of Orbital detail in design**
17 **that led to CEC's involvement?**
18 MR. MICHAELS: Objection. Assumes
19 facts not in evidence. And objection to form.
20 Go ahead and answer, Kevin.
21 A. I mean, any -- any and all isos were to be
22 field verified by CNX -- or I'm sorry. I -- any
23 and all isos were to be field measured by ACS, and
24 they did not -- they were not keeping up with the

Page 70

1 field measuring, and we brought in -- we, as in
2 CNX, brought in CEC to help move along the -- the
3 field (audio distortion) process.
4 **Q. Okay. So it's your testimony that the CEC**
5 **measurement was just to supplement the obligations**
6 **of ACS for measurement and didn't build into any**
7 **way the field design of the project?**
8 A. That's what I recall, yes.
9 **Q. So I'd like you to take me through,**
10 **Mr. Dunn, the process of how a change to the**
11 **project scope was presented to you in a -- this is**
12 **more of the process, not anyone in specific, at**
13 **this time by ACS.**
14 **Take me through how that happened.**
15 **What was the protocol?**
16 A. If there was something that wasn't
17 identified in the -- in the model or the PNIDs or
18 in the isos or in the orthos, that item would be
19 determined by me to be out of scope. And James
20 Putman would bring it to my attention that this was
21 needed to be done, and, you know, him and I would
22 go look at it, and I would determine that, you
23 know, it was out of scope work, and then he would
24 assign it a number of some -- some type of billing

Page 71

1 number.
2 He had a numbering system for each and
3 every item, and, you know, we would -- we would
4 agree to track that. Not -- not agree to add funds
5 to their PO, but agree to track it to see where we
6 were going to end up at the end there at the -- at
7 the -- and see if those funds were actually needed,
8 you know, to be added to the PO.
9 **Q. Okay. So if I'm hearing you correctly,**
10 **when you looked and determined that materials were**
11 **actually a change in scope, then ACS would assign**
12 **it a number, you had already approved it, and it**
13 **would be deemed a change, but you didn't allocate**
14 **that as it related to -- you didn't, for instance,**
15 **increase the PO because you had new out of scope**
16 **work. It just went to the same PO.**
17 A. That's correct.
18 **Q. All right. Did you ever track the time and**
19 **material charges that were within scope? Like did**
20 **you have a category of, okay, they've spent 4**
21 **million on in scope work and they got 500,000 of**
22 **out of scope work. Did you track it by that means**
23 **at all?**
24 A. They would bill against the schedule of

Page 72

1 values. So their invoices would reflect the
2 schedule of value, you know, what percentage
3 complete of that particular line item, you know,
4 and then would be -- you know, it would be invoiced
5 as completed work.
6 **Q. Sure. But I mean, if you have a change**
7 **order and it has a cost associated with it, it's**
8 **going to add to the overall cost of the project,**
9 **right?**
10 A. That's correct.
11 **Q. Okay. So the change orders were being**
12 **billed simultaneously with the regular percentage**
13 **completion work, correct?**
14 A. I don't recall actually.
15 **Q. For the change order, I guess you could add**
16 **materials, right?**
17 A. Yes.
18 **Q. And then you could have the -- the time**
19 **costs, the labor, you know, the -- what makes up**
20 **T&M, right?**
21 A. Right.
22 **Q. And those -- that's how you calculated and**
23 **approved the changes.**
24 A. Well, my job was to track, to agree or

Page 73

1 disagree with the manpower used, the equipment
2 used, the third-party subcontractors used, and not
3 really to agree or disagree with the actual cost.
4 **Q. Well --**
5 A. I was simply agreeing that, yes, you use
6 that manpower. Yes, you use that equipment (Audio
7 distortion) on that particular job. And that's --
8 that's what I was approving. I wasn't approving
9 any dollar amount.
10 **Q. But those costs were already fixed in this**
11 **-- in the contract, right? I mean, we knew what**
12 **the hourly charges were, and if you had to buy**
13 **materials, we knew that that was the cost of the**
14 **materials plus some markup. I mean, those -- those**
15 **prices were already established.**
16 A. Yes.
17 **Q. Okay. Did you and Mr. Putnam (sic)**
18 **generally reach agreement as to items being either**
19 **within the scope or being a change because they**
20 **were outside the scope? For the most part, did you**
21 **guys agree on the resolution of those items?**
22 A. Yes.
23 **Q. Would you then communicate any of that**
24 **information to CNX Engineering or accounting?**

Page 74

1 A. Yes.
2 **Q. Okay. How would you do that? Tell me**
3 **the -- tell me the process of you providing either**
4 **the engineering department or the -- the accounting**
5 **department information that they needed to follow**
6 **along with the -- with the project.**
7 A. There were several tools for that. One
8 being a -- we'd have a weekly shop progress
9 meeting, and in that meeting we would keep -- or we
10 would discuss changes with -- with the engineering
11 department, and -- and construction management
12 department.
13 **Q. Okay. Who at CNX would have been the**
14 **person responsible for understanding that you've**
15 **authorized a change that's going to result in a**
16 **increase of the total cost of completion?**
17 A. Well, it was -- it was understood by me
18 that if they did not cross the threshold of a
19 certain amount that was agreed to, that it would
20 not be considered extra work. It would be included
21 in the -- in the total cost of the job. That's --
22 that's the way I understood it.
23 **Q. Okay. So the way you understood it, even**
24 **though you were identifying things as changes to**

Page 75

1 **the work, you were -- they were monitoring and you**
2 **were monitoring the total time and materials costs,**
3 **and the only reason you would go and get more money**
4 **allocated to this project is if it increased the**
5 **bid amount.**
6 A. Yes.
7 **Q. And that happened on multiple occasions for**
8 **this project, right?**
9 A. Yes.
10 **Q. Okay. Let me look through the rest of this**
11 **document and make sure I'm done with it there,**
12 **Mr. Dunn.**
13 As far as the -- let's go back to the
14 change process we were discussing.
15 Were you familiar and aware of the
16 language in the main contract document for this
17 project?
18 A. No, I wasn't.
19 **Q. Okay. So your process was done based upon**
20 **your understanding of the project and not any**
21 **reading by yourself of how these things were**
22 **supposed to operate on the Morris Expansion**
23 **Project?**
24 A. That's correct.

Page 76

1 **Q. Okay. And is it fair to say that your base**
2 **understanding was that you were going to monitor**
3 **the work, make sure it was fair and reasonable, and**
4 **that those costs would be applied to this project**
5 **on a time and material basis?**
6 A. Yes.
7 MR. MICHAELS: Objection to form.
8 **Q. Did this project become a concern to your**
9 **knowledge, Mr. Dunn, because it was exceeding what**
10 **CNX had as a budgeted amount for this expansion?**
11 A. I did not know what -- (Crosstalk).
12 MR. MICHAELS: Objection. I'm sorry.
13 I just want to get in I object. Calls
14 for speculation.
15 Kevin, answer if you can.
16 A. Yes. Repeat the question, please.
17 **Q. Yeah, I wanted to know if you became aware**
18 **that CNX had concerns about the increased cost of**
19 **completion of this project.**
20 A. Yes, I was aware of that.
21 **Q. Okay. Tell me when you became aware of**
22 **that and what you know about it.**
23 A. I mean, they were -- I mean, CNX was aware
24 that I was identifying certain items that were out

Page 77

1 of scope, and they were -- they understood that
2 those items could possibly put us over the amount
3 that was agreed to not to exceed.
4 **Q. What is in your mind the "not to exceed"**
5 **concept? What does "not to exceed" mean to you in**
6 **these projects?**
7 A. Based on the contract information, you
8 would -- it would be done T&M. The scope of work
9 described would be done T&M, not to exceed a set
10 dollar amount. If the -- if the scope -- if it was
11 within scope and it exceeded that set dollar
12 amount, then it would be determined that the
13 contractor would be responsible for the costs.
14 **Q. Okay. So does it work this way? If the**
15 **contractor was given the scope of the project and**
16 **was given a hundred percent complete design, then**
17 **they would only get to charge the contract amount**
18 **to this job no matter how much they spent.**
19 MR. MICHAELS: Objection. Calls
20 for --
21 (Crosstalk.)
22 **Q. There's no change --**
23 A. Yeah, that was a break up there. Sorry.
24 Can you repeat it?

Page 78

1 MR. MICHAELS: One of the factors of
2 Zoom here, but you can't -- objection. I objected
3 on basis of circulation. Calls for a hypothetical.
4 MR. BRUMLEY: Sure.
5 **Q. Go ahead, Mr. Dunn. Am I -- did I -- am I**
6 **understanding that "not to exceed" correctly, that**
7 **if there were no changes to scope, if the**
8 **contractor would have had all the information and**
9 **it didn't modify at all, that the contract price**
10 **was the maximum amount that they would make on this**
11 **project under the "not to exceed" concept?**
12 A. No, that's not correct.
13 **Q. Okay. Tell me where I'm -- where I'm off**
14 **base with that then.**
15 A. So it would be -- it would be tracked as
16 T&M, and if -- if the job was completed under the
17 set amount, then that would be what would be
18 awarded to the con -- you know, paid to the
19 contractor.
20 **Q. Okay. So but -- so if this project was**
21 **initially bid out at 12 point -- 12 million**
22 **dollars, and they were able to do all the work with**
23 **no changes for 11, they would only be paid 11**
24 **million, right?**

Page 79

1 A. That's correct.
2 **Q. And if there were no changes to the work**
3 **and their T&M was 14, they still would only be paid**
4 **12 million, correct? Because it's not to exceed**
5 **that price in your mind. So --**
6 A. Not exactly.
7 **Q. I'm sorry.**
8 A. (Audio distortion.)
9 **Q. Okay. So did you track the work that was**
10 **within scope in T&M versus the work that was**
11 **changed in scope T&M?**
12 A. It -- yes. I mean, it was tracked through
13 the invoicing process.
14 **Q. Okay. So the only way I would know that is**
15 **if James Putnam (sic) and you agreed it was a**
16 **change, and they would bill it out as a change,**
17 **then it's added to the change category, and it**
18 **doesn't -- it would be extra over the "not to**
19 **exceed" price?**
20 A. Yes. If -- if the -- the extras that we
21 were identifying caused the job to go over the 12
22 million plus threshold, then that -- those changes
23 would be used. Those -- those approved changed
24 items would be calculated and would weigh into the

Page 80

1 final payment the way I saw it. If they --
2 **Q. So they --**
3 (Crosstalk.)
4 **Q. I'm sorry.**
5 A. If they were to complete the project,
6 including the changes, and came in under that
7 amount, they would only be paid, you know, the 11
8 million that you --
9 **Q. I understand.**
10 **So in the change order world, there**
11 **were a number of small changes, but the first**
12 **change order for this project was like 1.9 or 1.6**
13 **million dollars.**
14 **Tell me how the change orders that**
15 **increased the PO amount came to be. How did that**
16 **process work?**
17 A. Well, I think several things weighed into
18 that. One of them being when the -- when the 100
19 percent drawings -- or when the -- issued for
20 construction, the IFC drawings come out, there were
21 changes that needed made. Obviously there were --
22 there were additional items that were not included
23 in their original bid, and those items were
24 identified and calculated.

Page 81

1 And then there were also the day-to-
2 day items that we were -- that James Putman and
3 myself were identifying as outside of scope, and I
4 would sign off on those.
5 But I don't think change order is the
6 right word, even though it was -- I think we were
7 using a change order letterhead or a change order
8 format. In my mind, we were tracking with those
9 forms that I was approving. We were tracking the
10 cost and we were going to use it if we went over
11 the 12 plus, you know, contract amount. And I
12 believe those -- you know, between those items and
13 the items identified in the IFCs, that's what
14 created the change order that was actually -- that
15 actually increased the PO.
16 **Q. Okay. So when I see that first change**
17 **order taking us from, you know, the 12 million**
18 **number up to 14 million number, that was really --**
19 **that work had already been done in the field,**
20 **right? That was just changing the PO amount?**
21 A. I'm not sure if the IFC increase was
22 already completed at the time of the PO increase,
23 but the -- but I believe that all the -- I believe
24 that part of that anyway was what -- the ones that

Page 82

1 I signed off on were included in that first PO.
2 First and second, I believe. I don't have that
3 information in front of me, though.
4 **Q. In the -- in the scope and in the other**
5 **areas of this project, for instance, it refers to**
6 **contractor establishing field personnel, field**
7 **office, storage of field -- materials in the field**
8 **is -- where is that? What is the, quote, field?**
9 A. I don't understand your question.
10 **Q. Well, in the documents that refers to field**
11 **design, things of that nature, I just want to know**
12 **from you what is the, quote, field? Is that the**
13 **project site?**
14 A. Yes.
15 **Q. The -- when -- so you went through the**
16 **process. When -- do you remember when in the job**
17 **process that the IFC documents became available to**
18 **contractor?**
19 A. I don't remember exactly when that
20 occurred.
21 **Q. Okay. It seems that based on Orbital's**
22 **production, they were releasing stages of design as**
23 **the project went along. Is that your recollection**
24 **of how Orbital provided more detailed designs in**

Page 83

1 **the project?**
2 A. Yes.
3 **Q. Okay. Was that the intent from the**
4 **beginning that Orbital would provide design some**
5 **time frame prior to that particular work being**
6 **done?**
7 A. I really don't know what the intent was
8 from Orbital, so I really can't comment on that.
9 **Q. Okay. Did you ever find yourself as the --**
10 **you know, being in charge of the project from CNX**
11 **waiting on Orbital design components?**
12 A. Not from the field. I mean, not -- not
13 really like firsthand on the field. I know there
14 were some delays on -- for isos as far as shop
15 fabrication.
16 **Q. Okay. Explain what that -- explain in lay**
17 **terms what that means.**
18 A. So the pipe that was coming to the job and
19 fabricated at AFC shop was coming in slower than
20 anticipated, let's say. The delivery. And it --
21 they were saying it was caused by not having the
22 isos -- the isometric drawings as needed.
23 **Q. Who is "they"?**
24 A. ACS.

Page 84

1 **Q. When -- I want to fast-forward for just a**
2 **second, Mr. Dunn. But when you left the project in**
3 **July of 2019, you said three of the five units had**
4 **been completed.**
5 **Did you understand where the AC&S time**
6 **and materials totals were for the original scope of**
7 **the work when you left?**
8 A. Please repeat that.
9 **Q. Yeah.**
10 **So when you left -- I just quantified**
11 **it a little bit. You told me that the project was**
12 **-- had three of the five units completed when you**
13 **left in July of '19.**
14 **When you left the project, were you**
15 **aware of the dollar amount that AC&S had in the**
16 **project for time and materials that was within what**
17 **you considered the original scope of the project?**
18 A. Yes.
19 **Q. What was that? Tell me where they were**
20 **with that at that point.**
21 A. In dollar amounts?
22 **Q. Or percentage of the contract amount,**
23 **whatever way you monitored it.**
24 A. Yeah. I mean, I don't remember exactly,

Page 85

1 you know, what -- what had been invoiced and what
2 had been paid.
3 **Q. Okay. So -- so you understand that it had**
4 **been invoiced, but you didn't know, for instance,**
5 **if the original scope in the contract amount was 12**
6 **million dollars, you didn't know how much of that**
7 **had been billed to the project at that point in**
8 **time?**
9 A. Yes. I knew -- I knew how much the
10 invoices totaled up to.
11 **Q. Okay.**
12 A. Yes.
13 **Q. But did you know which -- what I'm trying**
14 **to get at: Did you know what the invoices were**
15 **that related exclusively to the original scope?**
16 A. I did at the time, but I don't remember
17 exactly, you know, how it broke down to the
18 schedule of values.
19 MR. BRUMLEY: All right. I need to
20 take a quick break here, so let's take five
21 minutes.
22 MR. MICHAELS: Do you want to take a
23 little bit longer? It's noon here. Did you want
24 to think about lunch and give Kevin a chance

Page 86

1 here -- (Audio distortion) --
2 MR. BRUMLEY: I'm willing to do
3 whatever you guys want to do. Do you want to do a
4 lunch -- lunch break 30 minutes? We can't go
5 anywhere, but yeah.
6 MR. MICHAELS: Well, hey, Kevin's in
7 his house, so he --
8 (Crosstalk.)
9 MR. BRUMLEY: Have Robin make us some
10 lunch or something and show it to us so we --
11 THE VIDEOGRAPHER: Going off the
12 record. The time is 11:53 a.m.
13 (A recess was taken after which the
14 following proceedings continued as
15 follows.)
16 THE VIDEOGRAPHER: Now begins media
17 unit 3 in the deposition of Kevin Dunn. We're back
18 on the record. The time is 12:32 p.m.
19 BY MR. BRUMLEY:
20 **Q. Okay, Mr. Dunn.**
21 MR. BRUMLEY: And, Greg, we're going
22 to use Exhibit X next. It's only one page, so
23 we're going to put it up on the screen.
24 MR. MICHAELS: Okay. Kevin should

Page 87

1 have that. Kevin, it would have been the last
2 e-mail I just sent you, would have X in it.
3 MR. BRUMLEY: Yeah. So mark this as 2
4 for the court reporter.
5 And, Kevin, it's a one-page document,
6 so I don't think you have to open the exhibit. You
7 can read it on the screen that's in front of you.
8 A. Yes, I can read it.
9 DUNN DEPOSITION EXHIBIT NO. 2
10 (Project Status Report from Orbital
11 was marked for identification as Dunn
12 Deposition Exhibit No. 2.)
13 **Q. Okay. Tell me what Exhibit 2 is.**
14 A. If you give me a second, I'll digest it.
15 **Q. Take -- take your time. Yeah, take**
16 **whatever time you need to review it.**
17 A. So this is I guess what it says it is.
18 Project Status Report from Orbital. I -- I don't
19 recall ever seeing this before.
20 **Q. Okay. Well, that was my next question.**
21 **So in your work as the -- the CNX**
22 **project manager, you didn't get these reports from**
23 **Orbital?**
24 A. No.

Page 88

1 **Q. Okay. You'll have to speak up there. Is**
2 **that a "no"?**
3 A. That's no, yes.
4 **Q. Okay. Well, then, just -- I've highlighted**
5 **some issues on here. You don't -- they're not**
6 **going to relate to this document, but in the Work**
7 **Plan, Phase 1, the schedule is by January 14th of**
8 **'19, the civil, including electrical and grounding**
9 **design.**
10 **Do you know whether or not Orbital had**
11 **that portion of the design done by January 14th?**
12 A. I don't recall.
13 **Q. Okay.**
14 A. And just to make a point. I -- I was
15 not -- I was there but I wasn't overseeing directly
16 the electrical portion which would be electrical
17 and grounding.
18 **Q. Okay. Well, then let's look at the next**
19 **one. By the end of January, the 31st, mechanical.**
20 **Was the mechanical design done by January 31st?**
21 A. I don't recall.
22 **Q. The -- do you know what the -- when they**
23 **refer -- when it refers to Phase 1 and Phase 2, did**
24 **you have a characterization of phases for this**

Page 89

1 project?
2 A. No.
3 Q. Okay. So to you, it was just one project.
4 You didn't have it broke down into phases.
5 A. That's correct.
6 Q. Okay. Civil design of February 11, 2019.
7 Do you know whether the civil design was completed
8 at that point?
9 A. I -- I don't recall the date that it was
10 complete.
11 Q. Mr. Dunn, did you experience delays in the
12 field due to waiting on Orbital design components?
13 A. No. Not that I remember.
14 Q. Okay. All right. So you're saying that
15 there was never a time delay on the project waiting
16 on Orbital design materials.
17 A. Well --
18 MR. MICHAELS: Objection.
19 Assumes (audio distortion.)
20 A. -- there may have been --
21 MR. MICHAELS: -- testimony. He
22 testified that he was not aware of -- of that.
23 Q. Go ahead, Mr. Dunn.
24 A. No, he -- I mean, there may -- there were

Page 90

1 things that the shop was waiting on, but we -- we
2 had plenty of work in front of us. I mean, I don't
3 remember the job ever slowing down or stopping in
4 any way, shape, or form due to lack of material or
5 lack of information.
6 Q. Do you recall ever having to field modify
7 designs that Orbital provided to make the project
8 work, like meet up with piping or connections and
9 things of that nature?
10 A. Yes.
11 Q. In the -- when we were discussing earlier
12 the world of scope, within scope and out of scope,
13 would those field changes be additional scope
14 materials on this project?
15 A. Yes.
16 Q. Do you have -- we talked a little bit about
17 you having project file still available to you.
18 What does that file contain? I mean, what could
19 you go back -- if you went to study it, what's in
20 there?
21 A. I've never seen it. I do not know what's
22 in it.
23 Q. So it's just materials you've kind of
24 accumulated during your supervision of this

Page 91

1 project?
2 A. My wife has a way of collecting things that
3 I have that need to be saved, and she just collects
4 it and files it away, and keeps it -- certain
5 things that -- it's not things that I've told her
6 to collect or save.
7 I may have a pile of things on my desk
8 that she would gather up and keep, you know, on her
9 own behalf because she likes to keep things like
10 that. I usually, you know, have them right there
11 on my desk but she'll put them away.
12 So I don't know what she has in there.
13 I haven't -- I haven't looked. Again, I moved on
14 to other things and never looked back.
15 Q. Okay. Well, then let's go from your -- I
16 mean, it sounds to me like you made infield
17 determinations as to what was within the original
18 scope as bid and what was a change and add to the
19 project.
20 Would -- do you recall in the project
21 ever having a delay due to lack of permitting or
22 permits being held?
23 A. Again, I've been on several large projects
24 recently that have had permit issues as well, and I

Page 92

1 do not recall exactly what -- if there were any and
2 what those issues may have been.
3 Q. Okay. Well, then let's do it -- since you
4 don't recall specifically, let's do it out of a
5 conceptual basis.
6 If the project work was delayed due to
7 a lack of permits being obtained, then would ACS be
8 entitled to a change for that condition?
9 MR. MICHAELS: Objection. Calls for
10 speculation.
11 Q. You can answer.
12 A. If -- if there was other work that -- I
13 mean, if there was work being done, if it -- if it
14 hadn't stopped work or slowed down work, I would
15 say no.
16 Q. Yeah. So it's -- if the condition actually
17 caused the project to not move forward, then it's a
18 delay change. But if it didn't, then it's not; is
19 that fair?
20 A. That's fair.
21 MR. MICHAELS: Object to form.
22 You can answer, Kevin.
23 A. Yeah, that's fair.
24 Q. Let's talk -- what about -- what about

Page 93

1 weather delays? Did this project, being that it
2 was done in a good deal of early winter 2019, were
3 there weather delays on this project?
4 A. There were inefficiencies due to weather.
5 The job was never shut down because of weather.
6 Q. Was the job -- so you're saying that there
7 was, to your knowledge, no calculable delay due to
8 weather on the project.
9 A. I mean, as a contractor, you have to assume
10 certain weather delays in southwestern Pennsylvania
11 that's part of the project.
12 Q. That would be a contingency, right? We'd
13 build that into our project costs?
14 A. That's correct.
15 MR. BRUMLEY: Take this off the
16 screen.
17 Q. And you told me, I think, earlier in the
18 deposition that you weren't aware as to the
19 reasoning why CNX asked bidders and ACS to remove
20 contingencies from their original bid price, right?
21 A. That's correct.
22 Q. So if I had those contingencies in the
23 original bid and I reduced it by removing those,
24 isn't that a change to the new contract price?

Page 94

1 MR. MICHAELS: Objection. Calls for a
2 legal conclusion.
3 Objection. Calls for speculation.
4 Q. Go ahead.
5 A. I'm not aware that that's why the price was
6 reduced. If that is the -- I mean, if that is the
7 reason. I don't remember why the price was
8 reduced, the -- the contingency.
9 Q. What about was there any delays to the
10 project due to CNX making the site unavailable
11 during the construction time frame?
12 A. I don't -- I don't recall any time when I
13 was there that the site was unavailable.
14 Q. Do you recall having any safety stand-downs
15 or safety related interruptions?
16 A. Yes.
17 Q. And would that be time that the contractor
18 could work?
19 A. Yes, but it was to be assumed by the
20 contractor that that's normal -- that's normal
21 procedure in a operating facility.
22 Q. So the -- do you recall there being a fire
23 at the facility relating in a safety stand-down?
24 A. Yes.

Page 95

1 Q. Okay. So your -- is it your testimony that
2 ACS should have assumed in their project plan that
3 there would be a fire and a -- and a site would be
4 unavailable for that purpose?
5 MR. MICHAELS: Objection to form.
6 Go ahead, Kevin.
7 A. The fire did not happen during work hours.
8 It happened at night when nobody was there and did
9 not affect -- did not affect what they were doing.
10 We -- we probably -- (Video
11 distortion) -- we probably had a stand-down and
12 discussed the issue at hand, the -- the reason
13 there was a fire, and why it's important, you know,
14 to pay attention to these reasons, and you know,
15 which is part of the safety -- you know, the
16 morning safety meetings, and, you know, that type
17 of thing, but --
18 Q. Did the --
19 (Crosstalk.)
20 A. -- to extend the delay as far as that's
21 concerned.
22 Q. Did a compressor burn up in the fire
23 project?
24 A. Yes, sir. Yes, it did.

Page 96

1 Q. Did AC&S need to remove that burned
2 compressor?
3 A. Yes.
4 Q. Do you consider that an ACS acceptable
5 change to the project or should they --
6 A. Yes.
7 Q. -- have considered that in their --
8 A. Yes, I do.
9 Q. How many -- what's -- first of all, what's
10 an ESD?
11 A. Emergency shutdown.
12 Q. Okay. Do you -- can you tell me how many
13 of those occurred on this project from its startup
14 until you left in mid-July of '19?
15 A. No, I can't tell you how many. There were
16 several. Some of them were caused by ACS. Some of
17 them were caused -- were caused by CNX.
18 Q. During the time you were on the project,
19 Mr. Dunn, did AC -- did CNX extend the completion
20 date?
21 A. I don't recall.
22 Q. Okay. Let's look at -- let's open --
23 MR. BRUMLEY: Greg, let's use Exhibit
24 R next as Deposition Exhibit 3.

Page 97

1 DUNN DEPOSITION EXHIBIT NO. 3
2 (ACS Extra Work Field Report dated
3 March 26th, 2019 was marked for
4 identification as Dunn Deposition
5 Exhibit No. 3.)
6 MR. MICHAELS: Kevin, R is in the
7 second e-mail I sent you on -- around -- you should
8 be able to find that here. I just sent it in
9 sequence around 12:30.
10 Did you find it, Kevin?
11 THE DEPONENT: No, I'm still looking.
12 I'll have it here in a second.
13 Would it be the 10:31 a.m. -- no, it
14 wouldn't have been that one.
15 MR. MICHAELS: Here, you know what,
16 I'll shoot it to you right now again just to be --
17 make it easy.
18 Headed your way now.
19 THE DEPONENT: Which exhibit are we
20 looking for?
21 MR. MICHAELS: Exhibit R. I just sent
22 it to you here. Left my inbox at 12:50 sent to
23 you.
24 THE DEPONENT: Okay. It hasn't -- it

Page 98

1 hasn't came yet.
2 MR. MICHAELS: Well, I sent it to
3 you -- if you have my earlier e-mails, it's in
4 there as well.
5 THE DEPONENT: I'm looking through the
6 last two you sent me, and I have, you know, F, G,
7 H -- okay, hold on -- there's T, E. That one
8 started out --
9 MR. MICHAELS: Okay. if you have --
10 if you have Exhibit T, Exhibit R was with it.
11 If you scroll down on that.
12 THE DEPONENT: Exhibit G, you say?
13 MR. MICHAELS: No, no. Exhibit R.
14 The first one I sent you -- I sent you
15 these all at 12:30 in succession with every
16 document. So if you're looking at Exhibit G, then
17 go to the next e-mail from me and that R should be
18 included in that e-mail.
19 THE DEPONENT: I only have two e-mails
20 from you. (Unintelligible).
21 MR. MICHAELS: All right.
22 THE DEPONENT: Yeah. The first one at
23 12:35 has X. Exhibit Z as well.
24 MR. MICHAELS: Well, do you want to --

Page 99

1 Chris, to keep it moving, do you want to put it up
2 there and share the screen and let him scroll it
3 through real quick? It's only two pages.
4 MR. BRUMLEY: Sure. Sure. Let's --
5 BY MR. BRUMLEY:
6 **Q. Okay. That's page 1, Mr. Dunn. It's the**
7 **ACS Extra Work Field Report dated March 26th, 2019.**
8 A. Okay. I'm just trying to get back to my
9 full screen here. There we go. Okay. All right,
10 I see the Extra Work Field Report.
11 MR. BRUMLEY: Scroll down, Evan, so he
12 can see that on the next page.
13 A. Okay.
14 **Q. So this Exhibit, Mr. Dunn, tell me what it**
15 **is.**
16 A. Extra Work Field Report from ACS that
17 describes anchor bolts for compressors from a
18 certain company, Robert Rowan & Associates that we
19 asked ACS to purchase.
20 **Q. Okay. So would this be an example of**
21 **something that you directed ACS to do that was**
22 **outside of their original scope of contract?**
23 A. Yes.
24 **Q. And is this Extra Work Field Report --**

Page 100

1 **excuse me -- how ACS would present to you items**
2 **that they believed to be extra work?**
3 A. Yes.
4 **Q. In general.**
5 A. In general.
6 **Q. And then if you scroll down on that page,**
7 **at the bottom of the page, you signed that on**
8 **5/13/19.**
9 **Is that how you would indicate**
10 **approval as the project manager for the extra work,**
11 **deeming it extras?**
12 A. Yes.
13 **Q. Okay. And would you be provided -- at the**
14 **time you would sign it, the page 2 which is the**
15 **actual invoice cost --**
16 A. Yes.
17 **Q. -- you would have that information when you**
18 **signed it, correct? You would know that that was a**
19 **--**
20 (Crosstalk.)
21 **Q. -- material purchase?**
22 A. Yeah, not necessarily would have the
23 invoice. That would be backup documentation for
24 when they invoiced for this work.

Page 101

1 **Q. Uh-huh.**
2 A. I was just signing that, that field ticket,
3 approving for them to go ahead and purchase those
4 bolts. I didn't know how -- I mean, they had a
5 cost, I think, associated. It may not have been an
6 exact cost. This -- this invoice would follow in
7 the actual, you know, backup documentation.
8 **Q. Okay. Would -- tell me how this extra work**
9 **approval would be billed. Is that just billed from**
10 **ACS directly to the project?**
11 A. Yes.
12 **Q. Did you notify anybody at CNX when you**
13 **approved extra work items such as this exhibit?**
14 A. Yes. We -- we had a -- like an extra work
15 log that we were keeping. Like I said, the -- it
16 was assigned a number by ACS, you know, for billing
17 purposes.
18 Management was aware of these items
19 and they were discussed in our weekly meeting.
20 They were, yes, kept track of on a log, so to
21 speak, on an extra work log.
22 **Q. Okay. So at least while you were there, I**
23 **could look at the extra work log and it would**
24 **identify the items that AC&S provided you and you**

Page 102

1 **approved as extra work?**
2 A. That's correct.
3 **Q. What about after you left, are you aware as**
4 **to whether that practice continued?**
5 A. I am not aware, no.
6 **Q. Let's use -- let's use Exhibit B next if we**
7 **can locate that one. If you can't -- this one is**
8 **two pages. If you can't find it, we can use it on**
9 **the screen. Just let me know.**
10 A. Oh, yeah. I'm -- I thought you were
11 bringing it up. I can -- I can go to it here.
12 Let's see here.
13 Which particular one are we looking
14 for?
15 MR. MICHAELS: Exhibit B.
16 THE DEPONENT: B?
17 MR. MICHAELS: It's an Excel
18 spreadsheet, Kevin. It would have been the first
19 e-mail I sent you -- well, wait a minute.
20 Here, I'll send it to you, Kevin.
21 THE DEPONENT: Okay.
22 MR. MICHAELS: I just sent it to you
23 again, Kevin, but if you're comfortable with
24 working with it on the screen, that's fine as well.

Page 103

1 THE DEPONENT: Yeah, that's fine. We
2 can just go with the screen.
3 **Q. Okay. So we discussed earlier, Mr. Dunn,**
4 **SOV meant schedule of values is --**
5 MR. BRUMLEY: And, Court Reporter,
6 remind me what -- if this is marked as the next
7 exhibit, which I intend to, what is the number?
8 MR. BRUMLEY: Court reporter might be
9 on mute.
10 MR. MICHAELS: Chris, are you marking
11 Exhibit R as Exhibit 3?
12 MR. BRUMLEY: Yes.
13 COURT REPORTER: I think Number 4, but
14 since I'm not marking them, I'm not keeping track.
15 I don't know.
16 MR. BRUMLEY: Okay.
17 THE VIDEOGRAPHER: This is the
18 videographer. I've been keeping notes. I believe
19 this is Exhibit 4.
20 MR. BRUMLEY: Okay. So what is
21 disseminated between us as Exhibit B will be
22 Exhibit 4.
23 DUNN DEPOSITION EXHIBIT NO. 4
24 (Schedule of Values was marked for

Page 104

1 identification as Dunn Deposition
2 Exhibit No. 4.)
3 BY MR. BRUMLEY:
4 **Q. Mr. Dunn, what we're looking at on the**
5 **screen now, is this the schedule of values that we**
6 **were referring to earlier?**
7 A. Yes.
8 **Q. Okay. And this would be a part of the**
9 **original bid items from contractor ACS and others**
10 **for this project?**
11 A. It appears to be. I can't see the whole
12 thing.
13 **Q. Okay. Well, did you use a Schedule of**
14 **Values document to determine what was within and**
15 **what was an extra as it relates to scope on this**
16 **project? Like did you actually use this document?**
17 A. Yes, along with others.
18 **Q. Okay. Tell me how you would use this**
19 **document, the Exhibit 4.**
20 A. Survey supports, foundations. I mean, that
21 -- because that -- for the quantity of 2, let's say
22 on 2.2 --
23 **Q. Uh-huh.**
24 A. -- 72 inch horizontal slug catchers, it

Page 105

1 calls out two of them.
2 **Q. Okay. So, for example --**
3 A. It represents as to itemizing, you know,
4 what -- what was talked about in the original
5 scope.
6 **Q. All right. So would -- let me -- let's use**
7 **2.2 just as an example to help me understand. So**
8 **if you -- the -- this looks like we have two**
9 **foundations for the 72-inch horizontal type slug**
10 **catchers.**
11 **If during the project, you or somebody**
12 **in charge determined that you needed four of those**
13 **instead of two, then the two extra would be an**
14 **actual extra to the project, correct?**
15 A. That's correct, yes.
16 **Q. Okay. And I know we've discussed this, but**
17 **I'm just not sure I still understand it. If indeed**
18 **that was determined, how does that make its way to**
19 **a change of contract price or change order?**
20 **I know you said you used change order**
21 **in terminology but (audio interruption) quite**
22 **accurate.**
23 **How does -- how would that change make**
24 **it?**

Page 106

1 A. So once -- we -- we were -- I was under the
2 impression the entire time through upper management
3 that this was the 12.4, I believe it was, not to
4 exceed, and so anything within those -- within the
5 drawings of the model would fall into that.
6 These outside items would come into
7 play whenever they completed that scope of work.
8 Then if they went over the 12.4, then obviously
9 they were -- they were deemed as extra work. If
10 they came in under that, then they would -- it
11 didn't happen that way, so assuming they would
12 apply that savings to the change orders.
13 **Q. I don't follow the last sentence: Apply**
14 **that savings to the change --**
15 **So you're saying if they were under**
16 **the contract price for the scope work, then you**
17 **would get -- there was money available between the**
18 **contract price and the actual T&M spent on scope**
19 **that could apply to change orders.**
20 A. Correct.
21 **Q. Now, we're not here because they came in**
22 **under budget, right? We're aware of that.**
23 **Tell me how it's calculated if they**
24 **did the scope of work for the 12.4, how can I go**

Page 107

1 **back and calculate what the extras were?**
2 A. Based on the field -- on the field reports,
3 the field tickets that were signed --
4 **Q. Okay.**
5 A. -- by me.
6 **Q. All right. Scroll down to the second page**
7 **then. I want you to look at item 3.9.**
8 A. Okay.
9 **Q. Now that's a line item. What is hydro**
10 **testing?**
11 A. It's when you fill the piping with water
12 and you pressurize it to one and a half times the
13 design strength and hold it for a certain amount of
14 time to -- you know, to see if there's any failure.
15 If there's no failures, then it passes the test of
16 one and a half times and it can be put in,
17 installed.
18 **Q. Okay. So it's essentially a pressure test**
19 **to make sure that the components can operate with**
20 **the safety factor at the pressures they're**
21 **intended.**
22 A. Correct.
23 **Q. Okay. Is that for piping or all equipment**
24 **as far as the hydro testing?**

Page 108

1 A. That's for piping. The equipment is tested
2 by the manufacturer.
3 **Q. Okay.**
4 A. (Audio distortion) through the paperwork,
5 you know, and all, so.
6 **Q. So there's one unit indicated in item 3.9.**
7 **Do you see that?**
8 A. Yes.
9 **Q. Do you know what LS means in the -- in --**
10 **the designation "LS"?**
11 A. I need to see what that column is titled.
12 **Q. It's titled Units at the top and then**
13 **quantity is 1. And this is the blank form that,**
14 **you know, contractors were provided to bid, right?**
15 A. Right.
16 **Q. So it doesn't have the prices in it.**
17 A. I honestly don't recall what LS -- I'm
18 drawing a blank.
19 **Q. Okay. That's -- that's all right. We'll**
20 **figure it out from some other means.**
21 **So in 3.9, what does it mean when it**
22 **says "includes drying on discharge lines, fuel gas,**
23 **and instrument air"?**
24 A. So that means that when those items are

Page 109

1 hydro tested, that they need to be dried because
2 there's -- that liquid cannot be part of that
3 system because it would damage the -- the
4 instrumentation that's involved with that.
5 **Q. Got you.**
6 **When we got to the point of the**
7 **project where hydro testing was done, was it indeed**
8 **field hydro tested or was it tested off-site?**
9 MR. MICHAELS: One second here.
10 Chris, if I can object. I think we're
11 going a little bit far afield of the scope of what
12 this deposition was (interruption) of execution.
13 MR. BRUMLEY: We're actually not
14 because I'm going to ask him about this being a
15 change, and the change in the mechanics of that go
16 to the contract itself.
17 MR. MICHAELS: Well, to some extent I
18 would agree if we're going to get into individual
19 items, I think we're going a little bit afield --
20 far afield of that since the purpose of this was
21 still regarding whether this was CNX's belief that
22 this is a T&M, not to exceed and then ACS's that it
23 was a T&M.
24 So we're -- we're moving a little bit

Page 110

1 far afield of that, but for the purposes of
2 continuing the expediency of this deposition, I'm
3 okay with it going forward. I just want to put
4 that objection on the record.
5 MR. BRUMLEY: Okay.
6 BY MR. BRUMLEY:
7 **Q. Do you recall the question, Mr. Dunn?**
8 A. No. Would you restate that, please?
9 **Q. Yeah.**
10 **So 3.9, as you read it and I can read,**
11 **it, it says, "Field hydro testing." Was the hydro**
12 **testing on this project done in the field or was it**
13 **done off-site?**
14 A. There was some hydro testing that was done
15 in the field. Most of it -- all the large bore was
16 done off-site. Some of the small bore was done on
17 location, not necessarily installed, but it was
18 done previous to the fabrication of it.
19 **Q. Okay. So as it relates to the scope of**
20 **hydro testing, is there anywhere -- well, first of**
21 **all, how was the determination made that hydro**
22 **testing would be done off-site?**
23 A. I don't know that answer, but there was
24 no -- there was no way -- practical way to do it on

Page 111

1 location being that it was a operating facility and
2 we had time constraints. We had other work going
3 on that was consuming any extra space, and there
4 was no way we could have done it there on location.
5 It -- it -- they -- I believe they
6 wanted to do it in the rack as it was installed and
7 that was definitely not an option. It was -- it
8 wasn't safe or feasible to do that.
9 **Q. Okay. Is there -- is there anything in the**
10 **bid documentation that would indicate that hydro**
11 **testing would be done not only at the field but**
12 **would also have to be done off-site?**
13 A. The part that says the -- being, you know,
14 qual -- you know, we're looking for qualified,
15 experienced contractors, they would know that. You
16 can't do that in the rack. It could have been done
17 on-site if we had room, which we didn't, but it
18 could not have been done in the rack.
19 **Q. Okay. Well, you're not saying that every**
20 **project the hydro testing is done off-site, right?**
21 A. No.
22 **Q. Okay. And this says field hydro testing**
23 **which is at the site. How would ACS account for**
24 **the costs of doing this work off-site?**

Page 112

1 A. Their experience and expertise in the
2 business.
3 **Q. When is it that they were advised that**
4 **there wouldn't be suitable on-site space to do that**
5 **work?**
6 MR. MICHAELS: Object again. We're
7 going outside the scope of what this deposition was
8 originally intended.
9 **Q. Go ahead, Mr. Dunn.**
10 A. Being their expertise and building
11 compressor stations, knowing how much space you
12 need to do hydro testing, what equipment's
13 involved, what dangers are incurred, and knowing --
14 being a professional compressor station builder,
15 that you -- you know, you have all these other
16 overlapping activities going on such as foundation
17 work and equipment setting and demolition of
18 existing structure and all these things happening,
19 case-ons and all other things, and knowing that
20 would -- looking at the schedule, knowing that you
21 don't have room to do it on-site, and certainly
22 knowing as a -- as a professional that there's no
23 way you could do that in -- in the structure. You
24 can't install the pipe and do it for various

Page 113

1 reasons.

2 **Q. During the project, did you have to make**

3 **the determination that this testing wasn't going to**

4 **be done at this location?**

5 A. Yes, sir.

6 **Q. And you had to advise AC&S of that?**

7 A. Yes, sir.

8 **Q. And was it clear to you that they under --**

9 **that they did not intend to do off-site hydro**

10 **testing until you advised them to do so?**

11 A. It was clear to me that one person in that

12 company didn't understand it.

13 **Q. At the --**

14 MR. BRUMLEY: You can take that

15 document down.

16 **Q. Mr. Dunn, were -- were you ever made aware**

17 **that CNX asked that only one change order be issued**

18 **at the end of the project; that they wanted all of**

19 **the extras at the end put into one final change**

20 **order?**

21 A. I was not aware of that, no.

22 **Q. Okay. So you -- you were never part of an**

23 **e-mail or conversation -- just to be clear -- where**

24 **CN&S said, "We can only have one more change order**

Page 114

1 **on this job so don't come back two times"?**

2 A. I do not recall that at all.

3 **Q. Okay. Hold on a second. I'm going to**

4 **switch it.**

5 **Mr. Dunn, as the CNX project manager,**

6 **did you have the authority to direct that**

7 **additional labor man hour resources be placed on**

8 **this project?**

9 MR. MICHAELS: I'm going to object.

10 I believe he said he was the foreman,

11 not the project manager.

12 MR. BRUMLEY: Okay.

13 **Q. Whatever your role was, Mr. Dunn, could**

14 **you -- was it within your authority to say, "Hey,**

15 **we need more -- we need to work longer hours, add**

16 **more men," you know, add a shift, whatever needed**

17 **done?**

18 A. It was -- it was in my authority to discuss

19 that with Mr. Putman and determine, you know, we

20 weren't going to meet certain dates without that,

21 and, yes, suggest that we do that. Certainly.

22 **Q. Okay.**

23 A. I think it's within my power to insist or

24 demand that they bring the extra manpower. I can

Page 115

1 only show them where they're lacking, you know, and

2 discuss the fact that, you know, more manpower,

3 more equipment would be helpful.

4 **Q. Okay. Do you recall ever directing AC&S to**

5 **get more manpower and equipment or that you would**

6 **take care of that?**

7 A. No, I don't remember anything specifically.

8 **Q. You'd mentioned working with Mr. Putnam**

9 **(sic). Did you also work with Mr. Jim Glass --**

10 A. Yes.

11 **Q. -- with respect to any requests for change**

12 **in the scope or a change order?**

13 A. Yes.

14 **Q. Did you hear the question, Mr. Dunn?**

15 A. Yes, I answered it.

16 **Q. I didn't hear your answer. I must have cut**

17 **off. What was the answer?**

18 A. Yes.

19 **Q. Okay. What would be the difference between**

20 **working with Mr. -- on what occasions did you work**

21 **with Jim Glass as opposed to James Putnam (sic)?**

22 A. I don't know Jim Glass's title, but I saw

23 him as the project manager, and I would deal with

24 James Putman on a day-to-day basis at the

Page 116

1 superintendent level and I would see Jim Glass less

2 often.

3 He would visit the site. In the

4 beginning he was there a lot. In fact, he had a

5 desk there at the job site, and -- but he was not

6 there full time. There was a time he may come

7 daily for some period of time. Maybe not -- (audio

8 distortion) but most of the time it was done via

9 e-mails and whatnot.

10 **Q. Okay. So it wasn't by type of change**

11 **order, or, you know, some things were in**

12 **Mr. Glass's area and others were in Mr. Putnam's**

13 **(sic). It was just when he was there, he would**

14 **submit that information to you or e-mail you that**

15 **type of information.**

16 A. Yeah. If there was anything I felt was --

17 I would have went to Jim on issues with, let's say,

18 invoicing. If I didn't agree with something, I

19 would talk to Jim Glass directly on that. And

20 scheduling, you know, cranes and what have you.

21 The need for certain cranes on-site and whatnot,

22 you know, we would -- we would discuss that.

23 There were times I had discussions

24 with him directly. Yes, on-site and -- and e-mail.

Page 117

1 Q. All right. So the -- the initial project
2 completion date pursuant to the -- what we saw was
3 June 1 of 2019; is that accurate?
4 A. Yes.
5 Q. Okay. And you were there through July, so
6 it was at least even for when your -- your role in
7 the project it was six weeks or so longer than the
8 initial completion date, right?
9 A. It appears to be that way, yes.
10 Q. Okay. When you were there in July, were
11 you still receiving design documents from Orbital?
12 A. Yes.
13 Q. What was the -- what was the reason for the
14 extended completion time?
15 A. I honestly don't know the actual root --
16 root cause or root reason for that. It could have
17 been several things that played into that. I don't
18 recall.
19 Q. I -- I think I know this answer, but, like,
20 to the extent that the CNX Engineering Group was
21 contending that Orbital was late on design phases,
22 that's outside of your knowledge base, right?
23 A. Yes.
24 Q. Okay.

Page 118

1 Mr. Dunn, you mentioned earlier that
2 you thought that this project had a not to exceed
3 component. Do you recall that discussion --
4 A. Yes.
5 Q. -- that we had?
6 When did you learn of that?
7 A. Early on it was relayed to me that it would
8 be not to exceed. Before -- before ACS mobilized.
9 Q. Was it before ACS was awarded the bid?
10 A. I'm not sure.
11 Q. Were you provided the documentation from
12 ACS on their ongoing cost of completion estimates?
13 A. Could you rephrase that, please?
14 Q. Yeah.
15 So were you provided -- Mr. Larkin
16 provided cost of completion estimates throughout
17 the project. Were you provided that information?
18 A. Yes.
19 Q. Okay. When you left the project, what did
20 you understand the cost of completion amount to be?
21 A. 19 million.
22 Q. Okay. Based on that number, did you do any
23 calculation as to whether that price should be
24 reduced because of the end scope costs of the

Page 119

1 project?
2 A. No.
3 Q. All right. So as far as you know, if the
4 cost to completion was 19 million, you had no
5 reason to dispute that?
6 A. Not at that time, no.
7 Q. Okay. Do you have any reason to dispute it
8 currently?
9 A. Lack of backup documentation.
10 Q. What does that mean?
11 A. Well, the whole time during the project
12 while I was there, we were tracking very closely
13 the extra work and -- and it was signed off on. It
14 was discussed and signed off on, discussed in
15 weekly meetings, and I believe everything that I
16 signed for was paid for in one or two of those
17 change orders.
18 And it seemed like a pretty clear
19 break from the time I left that that -- that
20 tracking of that was no longer being done, and
21 there was work being done without approval, and I
22 had no way of knowing what was being done being
23 that I was reassigned to another project.
24 Q. Sure.

Page 120

1 Who was there to direct the work after
2 you left like you did when you were in charge of
3 this project?
4 MR. MICHAELS: I'm going to object
5 again that we are going outside the scope of what
6 this deposition was originally determined to be.
7 Q. Go ahead, Mr. Dunn.
8 A. I don't know who they assigned to fill my
9 position.
10 Q. Where did you gain the understanding that
11 the lack of documentation and tracking of the work
12 is an issue for this project?
13 A. I can't --
14 (Crosstalk.)
15 A. Go ahead. I'm sorry.
16 MR. MICHAELS: Same objection.
17 Q. Go ahead, Mr. Dunn.
18 A. I can't quote the exact title of the
19 document. It's a -- I think it's an extra work log
20 that explains the number system that ACS applied to
21 each and every extra. It gives a brief
22 description. There's a line that says whether or
23 not it was approved, and if you follow that down, I
24 believe that all of the ones that I was involved

Page 121

1 with were approved by me, and there's a pretty
2 distinct stop, you know, where that stopped
3 happening at some point.
4 **Q. Have you reviewed the proposed extra work**
5 **that AC&S contends was done after you left the**
6 **project?**
7 A. No.
8 **Q. We discussed the stage of completion that**
9 **was of 3 of 5 units when you left. Would you**
10 **expect the completion of the last two units to be**
11 **any way materially different than the first three**
12 **that you were there for?**
13 MR. MICHAELS: Objection. Calls for
14 speculation.
15 A. No. I -- I would not expect them to be a
16 difference.
17 **Q. We talked about instances in the field**
18 **where the project design drawings from Orbital --**
19 **Orbital had to be altered in order to make the**
20 **project work. Do you recall that?**
21 A. Yes.
22 **Q. Did you find that to be more prevalent in**
23 **this project than others you've worked on?**
24 A. No. I mean, you -- no, you always have

Page 122

1 that. I mean, it's -- it's very -- it's very
2 common.
3 **Q. Well, how about the volume and the number**
4 **of instances, was that more in this project than**
5 **you're used to?**
6 A. Well, they -- it goes up exponentially. So
7 the bigger the project the more the problems.
8 **Q. Mr. Dunn, do you remember any specific**
9 **instances where you and Mr. Putnam (sic) disagreed**
10 **as to whether something was within the scope or was**
11 **an extra?**
12 A. Something that sticks out in my mind is
13 very, very small. It's (audio distortion.)
14 **Q. I'm sorry?**
15 A. There -- there was one instance that I can
16 remember that -- that I gave pushback on, and it
17 was a very fairly insignificant item in -- in the
18 grand scheme of things here.
19 **Q. Okay. Do you remember what that instance**
20 **was off the top of your head?**
21 A. They were billing us for small tools.
22 **Q. Okay. And you thought that they needed**
23 **tools anyway, that's within original scope?**
24 A. Correct.

Page 123

1 **Q. Okay. Do you know whether CNX utilized any**
2 **of the field designs that you were involved with on**
3 **the project in other projects?**
4 A. I don't know that.
5 **Q. Are you familiar with the engineering -- or**
6 **group TEK?**
7 A. Yes.
8 **Q. What do they do?**
9 A. They're very similar to ACS. They're --
10 they're a industrial contractor specializing in oil
11 and gas.
12 **Q. Did they ever appear on this project, to**
13 **your knowledge?**
14 A. Not to my knowledge, no. Not that I
15 remember.
16 **Q. When -- when you started this project and**
17 **were aware of the initial contract price of 12.1**
18 **million, did you believe that the project could be**
19 **done for that amount?**
20 A. No.
21 **Q. Actually, I think it was 12.8. My bad.**
22 **But -- so you didn't think that the**
23 **project had a chance of being done for 12.8, did**
24 **you?**

Page 124

1 A. No.
2 **Q. Okay. Why not?**
3 A. Because I wasn't in favor of awarding the
4 bid to ACS. I was -- I believed -- I thought their
5 number was too low.
6 **Q. Were the other bids materially higher, to**
7 **your knowledge?**
8 A. Yes. They were -- there were others that
9 were higher, yes.
10 **Q. Were there any that were lower?**
11 A. There was none that was lower than the
12 final price.
13 MR. BRUMLEY: Okay. Greg, I want to
14 take a break here for a couple minutes.
15 MR. MICHAELS: Okay.
16 THE VIDEOGRAPHER: Going off the
17 record. The time is 1:37 p.m.
18 (A recess was taken after which
19 the following proceedings continued
20 as follows:)
21 THE VIDEOGRAPHER: Now begins media
22 unit 4 in the deposition of Kevin Dunn. We're back
23 on the record. The time is 1:44 p.m.
24 BY MR. BRUMLEY:

Page 125

1 **Q. Mr. Dunn, do you recall any instances where**
2 **3 piping ordered and delivered through the CNX vendor**
3 **4 system arrived on-site was incorrect for the**
4 **5 design?**
5 A. I don't recall specifically. I mean, it
6 happens a lot, so I mean -- on other projects, so,
7 you know, I just don't remember that specific one.
8 **Q. Okay. So you don't -- you don't recall any**
9 **10 specific instances on this job where material,**
10 **11 specifically pipe, would have arrived causing ACS**
11 **12 to do a field redesign.**
12 A. No, I don't remember that.
13 **Q. Okay. What about the -- the -- any delay**
14 **15 related to the motor control center installation?**
15 **16 Do you have any recollection of that issue on this**
16 **17 job?**
17 A. Yes.
18 **Q. What -- tell me what that involved.**
19 A. Again, I -- I was not the electrical
20 supervisor or foreman, let's say, and I am not sure
21 what the delay was. I just know there was a delay.
22 I don't know what --
23 (Crosstalk)
24 **Q. Did the delay of that motor control**

Page 126

1 **center's installation affect project time frames?**
2 MR. MICHAELS: Objection to scope
3 again.
4 Can I just have a standing objection
5 to this line of questioning?
6 MR. BRUMLEY: Absolutely.
7 **Q. Go ahead, Mr. Dunn.**
8 A. Yes.
9 **Q. Okay. A delay based on that issue to ACS,**
10 **11 would that be an extra on this project?**
11 A. Again, I wasn't approving the -- the
12 electrical portion --
13 **Q. Uh-huh.**
14 A. -- or any -- any of that work, so I -- I
15 don't know.
16 **Q. Who was?**
17 A. It was Will Kish and Aston Rang (phonetic).
18 **Q. From the electrical standpoint, would those**
19 **20 gentlemen have approved extra work on the project?**
20 MR. MICHAELS: Objection. Calls for
21 speculation. As he said, he was not in charge of
22 that nor was he aware of who was -- well, he said
23 he was approving, but not what -- or what was
24 approved.

Page 127

1 **Q. Are you aware if they did any extra work**
2 **3 approval, Mr. Dunn?**
3 A. There -- there were extra work approvals
4 for the electrical. I don't know the specifics of
5 that.
6 **Q. So when you left the project in mid-July,**
7 **8 Mr. Dunn, I take it you -- did you have a**
8 **9 transition meeting or some type of hand-off process**
9 **10 so that the project could continue in your absence?**
10 A. No.
11 **Q. Well, how could it that the project that**
12 **13 you ran for seven months continue without your**
13 **14 insight to the completion?**
14 A. I have no idea.
15 MR. MICHAELS: Objection.
16 Speculation.
17 **Q. Were you ever asked after you left whether**
18 **19 items being performed at the Morris site were**
19 **20 considered the scope or out of scope as you**
20 **21 understood those terms on the project?**
21 A. Yes.
22 **Q. Tell me, who asked you and what -- tell me**
23 **24 the details of that.**
24 A. So it was soon after I had left the other

Page 128

1 project I got a visit to that project by a Sabrena
2 Carlisle (phonetic) who was office manager for ACS
3 there on location, and she had brought me a handful
4 of field tickets, extra work orders, for lack of a
5 better word, to sign off on.
6 **Q. Were they for work done after you'd left**
7 **8 the project?**
8 A. There were -- out of, let's say, five or
9 six, there were two, I think, that I signed because
10 I was aware of that work before I had left and I
11 signed them, but the other ones, I did not sign
12 because I wasn't there to witness the work.
13 **Q. Okay. Were you aware of the nature of the**
14 **15 work from the extra work order?**
15 A. I don't recall.
16 **Q. I'm sorry? You broke up on me there.**
17 A. I don't recall, sir.
18 **Q. Okay. Are you aware of the request for**
19 **20 additional manpower to complete the concrete work**
20 **21 on the project?**
21 A. I do not recall that, no.
22 **Q. Mr. Dunn, there were RFP responses on this**
23 **24 project during the bid stage. Were you part of**
24 **answering any inquiries from potential bidders on**

Page 129

1 this project?
2 A. I may have been consulted on some of those
3 items, but I don't remember answering any of them
4 specifically. I don't -- I don't even remember the
5 questions actually.
6 Q. Okay. Fair enough.
7 I'm going to ask if we can make
8 Exhibit P --
9 MR. BRUMLEY: Is it more than one
10 page?
11 MR. ALDRIDGE: Yes.
12 MR. BRUMLEY: Where is it now; do you
13 remember? For the hyperlink.
14 MR. ALDRIDGE: It's going to be pretty
15 high up.
16 MR. BRUMLEY: It might be up through
17 here.
18 Q. Okay. Mr. Dunn, I don't know if you have
19 it up yet. We put it on the screen. It's multiple
20 pages, so it might be better if you can open it.
21 A. Yeah, I'm trying to locate it.
22 Q. Okay. Just let me know when you do.
23 A. Exhibit P as in Paul?
24 Q. Correct.

Page 130

1 MR. MICHAELS: Kevin, did you find it?
2 My e-mail?
3 THE DEPONENT: I'm on the fourth
4 e-mail here. I haven't found it yet. R, S. --
5 yeah.
6 MR. MICHAELS: It should be in that
7 one with R, S, just keep scrolling to the bottom.
8 It comes up as like the last attachment.
9 THE DEPONENT: Okay. I've got
10 it.
11 DUNN DEPOSITION EXHIBIT NO. 5
12 (ACS Revised Pricing was marked
13 for identification as Dunn
14 Deposition Exhibit No. 5.)
15 BY MR. BRUMLEY:
16 Q. Just let me know when you've got that,
17 Mr. Dunn.
18 A. I've got it.
19 Q. You got it?
20 A. Yes.
21 Q. Okay. This letter from ACS to C -- is
22 addressed to CNX Morris team. Have you seen
23 this before today?
24 A. I see a lot of things like this, so I

Page 131

1 mean I don't recall this one specifically.
2 Q. Okay. So I've got a couple questions about
3 the subject matter in here.
4 First, we discussed earlier a 60
5 percent model that was submitted in October for
6 people to develop bids. And in this letter,
7 there's reference to a 90 percent issue package.
8 Do you know how we get from 60 percent
9 to 90 percent?
10 A. I'm just reading a little bit here.
11 Yes. I -- I don't know what context
12 he's speaking of here, so I can't comment on it.
13 Q. Yeah. Okay. Well, based on your -- this
14 is, you know, before the bid's awarded.
15 Based on your knowledge of the design
16 documents that you received during the course of
17 the project, do you believe that it's accurate that
18 90 percent of the design drawings were available
19 prior to bid award?
20 A. No, I don't believe that.
21 Q. Then if you go down to the two paragraphs
22 below that, Mr. Glass lays out their original bid
23 of 14.1 million and how they got to 12.8 million.
24 Can you read that -- if you need to

Page 132

1 read those three paragraphs, please do so.
2 Have you gotten through that or are
3 you still looking at it?
4 A. Yes, I -- I have.
5 Q. Okay. So this goes to -- and what I want
6 to ask you about is our discussion where you
7 indicated what a professional contractor should
8 account for in their bid documents, right?
9 A. Yes.
10 Q. You see in the middle paragraph where
11 they're talking about the 10 percent contingency
12 number that includes construction activities,
13 weather delays, equipment and material delays,
14 schedule slips regarding tie-ins?
15 A. Yes, I see that.
16 Q. Okay. So in soliciting the reduced bid
17 from 14.1 down to 12.8, wouldn't you agree that
18 those things were removed to get CNX down to the
19 12.8 number?
20 MR. MICHAELS: Objection. Calls for
21 speculation. He's not the author of this document,
22 nor has he testified that he had seen this before
23 this.
24 Q. Go ahead.

Page 133

1 A. Yes. I see that the 10 percent contingency
2 number, if it's pulled out, it would end up at a
3 12.8. I do see that, yes.
4 **Q. Okay. So if we use the 12.8 number,**
5 **changes that fall within the con -- contingencies**
6 **would be extra work, correct?**
7 MR. MICHAELS: Objection. Calls for a
8 potentially legal conclusion and speculation on his
9 part.
10 **Q. Go ahead.**
11 MR. MICHAELS: I don't think he can
12 know that from this document.
13 **Q. Do you understand the question, Mr. Dunn?**
14 A. Yeah. Could you repeat the question,
15 please?
16 **Q. Sure.**
17 **If we use the 12.8 number that removed**
18 **those listed contingencies that I just read out of**
19 **this letter to you, then items that fall within**
20 **those items would be extra work to the 12.8 number,**
21 **correct?**
22 MR. MICHAELS: Same objection.
23 A. I -- yes, I would think so, yes.
24 **Q. And, again, you don't have any information**

Page 134

1 **as to what prompted CNX to want this bid revision**
2 **from the 14.1 to the 12.8 if they indeed did,**
3 **right? You don't have that information?**
4 A. I do not.
5 **Q. Okay. Who could I ask about that? Who do**
6 **you think is the person that would say, "Yeah, we**
7 **wanted this because of that"?**
8 A. I imagine the team that was involved. I
9 guess, like, take your pick. I --
10 **Q. Okay. I just wondered if you could help me**
11 **figure out who would be the best person --**
12 A. Well, I -- I could repeat the team that was
13 involved, if you'd like.
14 **Q. Well, but that doesn't -- that just gives**
15 **me a number of people. That doesn't give me one.**
16 MR. BRUMLEY: Can you put the photo on
17 the screen?
18 MR. ALDRIDGE: Yeah.
19 MR. BRUMLEY: We'll mark that as an
20 exhibit. What is that? 6?
21 DUNN DEPOSITION EXHIBIT NO. 6
22 (Photograph was marked for
23 identification as Dunn Deposition
24 Exhibit No. 6.)

Page 135

1 **Q. Okay. This is the next exhibit we don't**
2 **have, but it's just a photograph, Mr. Dunn. This**
3 **is contained in our response and pleading in this**
4 **case.**
5 **Do you know what we're looking at in**
6 **what's marked as Exhibit D on the photo, but can**
7 **you see that photo?**
8 MR. MICHAELS: I'm going to again
9 object that this is outside the scope. If we're
10 talking about an individual instance within this,
11 this goes well beyond what the contract execution
12 formation was which is the scope of this
13 deposition.
14 I suggest though, we move along and
15 complete this deposition.
16 **Q. Go ahead, Mr. Dunn.**
17 A. I'm still looking at the letter.
18 **Q. Okay. Well, -- well, let's -- when you're**
19 **done, let us know.**
20 A. Okay. Let's -- okay, let me get back to --
21 to that.
22 Okay. I have the picture up.
23 **Q. Okay. So Mr. Dunn, do you know what is in**
24 **the photo dated at the top April 16th?**

Page 136

1 A. I don't have an exact date in my mind
2 when -- but it appears that this -- I think I know
3 what it is, but I'm not sure.
4 **Q. Okay. Well, what do you think it is?**
5 A. It looks like this could have been our
6 second outage where we had a -- an incident with a
7 backflash that caused -- that caused this smoke
8 here.
9 **Q. Okay. And the reason I'm asking you about**
10 **this isn't really the details of this incident, but**
11 **did this incident cause a work stoppage on the**
12 **site?**
13 A. Yes.
14 **Q. Was this incident ACS's fault?**
15 A. No.
16 **Q. So any work stoppage that created the delay**
17 **due to this incident, that would be an extra,**
18 **correct?**
19 MR. MICHAELS: Objection. Calls for
20 speculation. And potentially a legal conclusion.
21 **Q. Go ahead, Mr. Dunn.**
22 A. Yes, it appears so, yes.
23 **Q. And if you or somebody at CNX directed that**
24 **we add employees and man hours to make up time for**

Page 137

1 delays such as this, that extra man hours would be
2 an extra on this project, correct?
3 MR. MICHAELS: Objection.
4 A. I -- yeah, I don't know that.
5 Q. Well, go ahead.
6 A. I mean, I wasn't -- I don't know the --
7 that was ever asked for extra man hours.
8 Q. Okay. And I'm not saying precisely related
9 to this it was. My question to you relates to
10 scope, and if it was directed that we add persons
11 or hours to make up for lost time due to causes
12 outside of AC&S's fault, that would qualify as an
13 extra under this contract, right?
14 A. Yes.
15 Q. So were you in any part, Mr. Dunn, involved
16 in the audit of costs done of ACS by CNX in this
17 case or this project?
18 A. No.
19 Q. So as far as what ACS contends were extras
20 following your work there, you have no information
21 or knowledge about that?
22 A. That's correct.
23 Q. During -- so during the project time you
24 were there, was there anything that AC&S was asked

Page 138

1 to do that was completely unrelated to this
2 project?
3 MR. MICHAELS: Same objection as to
4 scope.
5 A. Yes.
6 Q. What was that?
7 A. Unrelated in the point that it wasn't
8 discussed early in the bidding process.
9 Q. Okay. What -- what was it?
10 A. One of -- one of the items was moving soil
11 - spoils we call them - excavated materials from
12 the concrete work to removing them off location.
13 Q. Okay. Mr. Dunn, are you aware as to
14 whether the facility is operating in the manner in
15 which it was intended pursuant to this expansion?
16 A. Yes, it is.
17 Q. Okay. So the final product handed over by
18 AC&S at the end of this project was an operational
19 functioning facility as it was intended, correct?
20 A. As far as I know, yes.
21 Q. Do you have any reason to believe that the
22 project costs as contended by AC&S of 19.1 million
23 are contained or not within the approved changes of
24 this project.

Page 139

1 MR. MICHAELS: I'm going to object to
2 that. He already said he was not part of this
3 audit process or the --
4 MR. BRUMLEY: I'm not asking about the
5 audit. I'm just talking about with the -- with the
6 contingency --
7 (Crosstalk)
8 MR. MICHAELS: You're asking what's
9 beyond when he was there at this point.
10 (Crosstalk.)
11 MR. BRUMLEY: -- you can answer pretty
12 quickly, but your continuing objections are
13 indicating desired answers at this point. I don't
14 believe that's correct.
15 BY MR. BRUMLEY:
16 Q. Mr. Dunn, do you understand the question?
17 A. Would you repeat it, please?
18 Q. Yeah.
19 AC&S -- ACS contends that the total
20 project completion costs for this thing were 19.1
21 million dollars based on a T&M basis. Do you have
22 any reason to disagree with that?
23 A. I can't answer that because of lack of
24 information.

Page 140

1 Q. So it's fair to say all you can testify to
2 is that the changes you approved before you left
3 and the two that you approved that you said someone
4 brought to you following your departure, those were
5 all true and accurate.
6 A. That's correct.
7 Q. And nobody's asked you to look at all the
8 proposed changes since you left with the work
9 descriptions to get you to say whether you thought
10 they were within the original scope or not.
11 A. No.
12 Q. Could -- would you be able to do that?
13 A. I could look at it. I -- yeah, of course I
14 could look at it.
15 Q. I mean, you made the determination of in
16 scope/out of scope for seven-plus months on this
17 project. Is there any reason you couldn't look at
18 the work done after that and determine whether you
19 deemed it in scope, out of scope like it processed
20 for those seven months?
21 A. I don't know how the scope changed, you
22 know, when I left. I don't -- I wasn't part of any
23 of the conversations, you know, about extra work,
24 you know. I could probably tell if it was extra or

Page 141

1 not based on my experience.
2 **Q. Did you ask that this or direct that this**
3 **project be 3D modeled?**
4 A. No.
5 **Q. Do you know if anybody else did?**
6 A. I believe it was 3D modeled. I mean, I
7 didn't ask for it, though. The model that we speak
8 of is a 3D model.
9 **Q. So CEC didn't do any additional modeling?**
10 A. Oh, I -- I have no idea.
11 THE VIDEOGRAPHER: I'm sorry to
12 interrupt. The court reporter needs to go off the
13 record. She's having an audio problem.
14 MR. BRUMLEY: Okay. Take five.
15 THE VIDEOGRAPHER: Let's go off the
16 record. The time is 2:15 p.m.
17 (A recess was taken after which
18 the following proceedings continued
19 as follows:)
20 THE VIDEOGRAPHER: Now begins media
21 unit 5 in the deposition of Kevin Dunn. We're back
22 on the record. The time is 2:27 p.m.
23 BY MR. BRUMLEY:
24 **Q. Okay, Mr. Dunn. I'm trying to get wrapped**

Page 142

1 up here. A couple more areas of inquiry.
2 We're going to use Exhibit H in the
3 packet next. We can put it on the screen,
4 Mr. Dunn, if you don't want to open it because it's
5 only a short e-mail.
6 A. Okay.
7 DUNN DEPOSITION EXHIBIT NO. 7
8 (Email dated October 2, 2019 was
9 marked for identification as Dunn
10 Deposition Exhibit No. 7.)
11 **Q. All right. Can -- take -- take a**
12 **second. The e-mail I'm asking you about is**
13 **the -- from Adam Beck to Carissa, you, Ryan**
14 **Aubuchon, Dennis Koscho, David Chase, and Todd**
15 **Shumaker of October 2, 2019. So it's not very**
16 **long. Just give it a quick read.**
17 A. Okay. I -- I've read it.
18 **Q. Okay. So you're on this e-mail string but**
19 **clearly it's after you left the project. Mr. Dunn,**
20 **did you have any communication regarding the**
21 **subject matter of this e-mail?**
22 A. I'm sorry, I see there's some stuff at
23 the bottom like below the caution, but I can't
24 see all of that. I don't recall -- I don't

Page 143

1 recall attending this meeting.
2 Scroll down, please.
3 That's good.
4 No, back up.
5 **Q. Okay.**
6 A. It's good right there.
7 **Q. Yeah. You're not on the initial e-mail**
8 **from Mr. Alvarez to Carissa and crew, but you're on**
9 **the Adam Beck e-mail with those three paragraphs**
10 **above.**
11 **So my first question would be: Do you**
12 **recollect getting this e-mail, the one -- the one**
13 **from Adam Beck to Carissa and you?**
14 A. I mean, it rings a bell but not
15 specifically.
16 **Q. Okay.**
17 A. You know, I was -- I was transferred to
18 another project which was very demanding and
19 complex, and I was consumed with that project and
20 --
21 **Q. Uh-huh.**
22 A. -- wasn't giving this any attention.
23 **Q. Well, that project was Dry Ridge, right?**
24 A. That's correct.

Page 144

1 **Q. And it's mentioned in this e-mail.**
2 **Were there change of scope issues in**
3 **the drawing phase with Orbital?**
4 A. Could you rephrase the question, please?
5 **Q. Yeah, the -- it refers to -- we have change**
6 **of scope drawing change risk at Dry Ridge for**
7 **Buckland.**
8 **First of all, did you have -- I mean,**
9 **we have change orders from Orbital. Were you**
10 **getting design changes during the project from**
11 **Orbital at the Morris facility?**
12 A. Yes.
13 **Q. Yeah. And work that AC&S did in response**
14 **to design changes would be an extra, correct?**
15 A. Yes.
16 **Q. The next paragraph is on crane costs. They**
17 **used cranes while you were there, correct?**
18 A. Yes.
19 **Q. Did you think that AC&S had an overuse of**
20 **crane time on the project?**
21 MR. MICHAELS: Objecting again to the
22 scope, but you can go ahead and answer, Kevin.
23 A. Yeah, there -- there was a crane -- a very
24 expensive crane. The hourly rate is very high.

Page 145

1 It's quite a large machine and it was used -- it's
2 used primarily for -- for unusual circumstances.
3 It's quite a large crane.
4 It was left on location because what I
5 was told, it was left there because they didn't
6 have anywhere to take it. They didn't want to haul
7 it back to their shop and then take it to another
8 project. They wanted to just take it straight from
9 that project to another project, and that crane was
10 used often and it wasn't needed.
11 I mean, that -- the work could have
12 been done with a smaller unit, less expensive unit,
13 but because that one was there, the crane company
14 had -- I assume they had some kind of deal with ACS
15 that "We'll use this one since it's there," you
16 know, so yes.
17 Back to your original question, yes.
18 In that -- in that regard, yes.
19 **Q. Do you know whether ACS procured a reduced**
20 **rate for that crane since it was already on-site?**
21 A. I do not know that.
22 **Q. Okay.**
23 A. Again that was after I left.
24 **Q. Can we -- can we agree, Mr. Dunn, that work**

Page 146

1 **incurred by AC&S due to inaccuracy or ambiguity in**
2 **the Orbital documents would be an extra?**
3 MR. MICHAELS: Objection. Calls for a
4 legal conclusion. Speculation.
5 **Q. Go ahead.**
6 A. Yes. I would have to, you know, see that,
7 review that, you know, on a case-by-case situation
8 is normally how I would do that.
9 **Q. Okay. And that's -- you did that on**
10 **occasion while you were in charge of the project,**
11 **right?**
12 A. Yes.
13 **Q. Do you remember any instance on this**
14 **project where ACS came to you and said, "We've**
15 **incurred additional time or cost because of an**
16 **Orbital drawing mistake, ambiguity, or lack of a**
17 **drawing" that you failed to approve the extra work**
18 **request?**
19 A. No, I don't.
20 **Q. Now, I want to get back to something we**
21 **discussed earlier with relation to CEC. And if I**
22 **recollect your testimony --**
23 MR. BRUMLEY: You can take that
24 document off.

Page 147

1 **Q. -- you said that CEC was brought in to**
2 **assist ACS and was paid for by CNX. Is that -- do**
3 **you recall that?**
4 A. Yes.
5 **Q. Now, the measurement that CEC was doing,**
6 **was it needed to complete project work because of**
7 **the lack of design or inaccurate design from**
8 **Orbital?**
9 A. I don't know that. They were brought in to
10 help with field verification, and I'm not sure how
11 much of it was needed and how much of it wasn't,
12 but it was all done as part of the job. Every
13 piece was verified, and -- yeah. I'm not sure
14 where there were -- where there were measurement
15 busts, so to speak. Those were passed onto the fab
16 shop, and if they were caught ahead of time, it
17 wouldn't have caused extra work, you know. It
18 would have -- it would have been caught on the
19 spot.
20 **Q. Do you recall instances where you were**
21 **involved during the project and ACS had to actually**
22 **do field designs for connections, tie-ins, and that**
23 **type of work because there were no detailed Orbital**
24 **designs laying out how to do that?**

Page 148

1 MR. MICHAELS: Objection to form.
2 Objection to scope. Outside the scope.
3 A. Yes.
4 **Q. And would that be an extra?**
5 A. Yes.
6 **Q. Mr. Dunn, did you ever have communications**
7 **with anybody at CNX regarding Orbital's performance**
8 **and production of design documents on this project.**
9 A. No.
10 **Q. Are you aware for some of -- I guess you**
11 **wouldn't have been in the loop for design changes**
12 **that Orbital submitted, whether they originated**
13 **from CNX Engineering or were something that Orbital**
14 **decided needed changed; is that fair?**
15 A. Yes. I would not have been part of that
16 design.
17 **Q. So, Mr. Dunn, were you aware whether or not**
18 **there were meetings regarding design changes during**
19 **the ongoing construction project?**
20 MR. MICHAELS: Objection. Outside of
21 scope.
22 A. Yes.
23 **Q. Can you help me understand why you, as the**
24 **person that knew the project best, wasn't included**

Page 149

1 in those meetings?
2 A. I'm asked -- I'm asked -- in my role, I'm
3 asked to perform the job as it's handed to me.
4 I'm -- I'm not an engineer. I'm not a designer.
5 I'm the guy that gets it done once it's designed.
6 So as -- as these designs came out and
7 I received them, you know, once -- once I received
8 them and approved drawings, I realized the scope,
9 you know, what needed done, and we, you know,
10 initiated the work, you know, to be done, (Audio
11 distortion) and I am not -- though I have a lot of
12 knowledge about the design, I'm not included in
13 those conversations.
14 **Q. How much lead time was there between --**
15 **on -- during the course of the project between work**
16 **that needed to be done and receiving the Orbital**
17 **design? Like would they get those a couple days**
18 **before that portion of the work, or a week or --**
19 **you know --**
20 A. I mean, it was -- I mean, the work was done
21 soon after the design was -- was -- came out, you
22 know, as an approved IFC drawing.
23 **Q. Okay. And help me understand the IFC**
24 **drawings, like, the design. We have designs that**

Page 150

1 are being provided on June 7th of 2019. Is that
2 **design document an IFC drawing?**
3 A. I don't know. If they're presented -- are
4 they presented as an approved drawing, or is it a
5 concept drawing, or is it -- you know, I don't
6 know.
7 **Q. It would depend on the drawing then?**
8 A. I don't know the gist of it, so, you know,
9 I was -- I may be talking to Carissa about the
10 project and she may mention to me that something is
11 coming up, you know, "We're going to add a valve
12 here," or a -- you know, it was normally a surprise
13 to me that, you know, there was -- you know, the
14 (Audio glitch) coming.
15 And then, you know, later on down the
16 road, I may ask, you know, "Well, what about those
17 drawings, you know. Are we still going to do
18 that?" "Yes, it's coming." The drawings would
19 show up and, you know, we'd order the materials
20 immediately because of the time frame, and, you
21 know, get started on it.
22 It may involve equipment, it may
23 involve piping that had to be ordered. It may
24 involve, you know, valves and that kind of thing,

Page 151

1 so, you know, the order would go in that there
2 could be a lead time getting the purchased
3 equipment, and that would give us time to fabricate
4 the pipe. So that's normally how it's done. But I
5 wasn't part of like deciding who -- you know, what
6 was needed where. I -- you know, that kind of
7 thing.
8 **Q. Sorry about that. That question was really**
9 **good. I wish I wasn't muted when I said it.**
10 **Are you aware that if CNX had its own**
11 **internal calculations of cost of completion during**
12 **the progress of this project?**
13 MR. MICHAELS: Objection. Outside the
14 scope.
15 A. Could you repeat the question, please?
16 **Q. Yeah.**
17 **Did CNX have its own internal cost of**
18 **completion estimates for this project?**
19 A. Yes.
20 **Q. Okay. Who -- who did those?**
21 A. I'm not sure who did it at the -- at the
22 corporate level, but we provided the information
23 from the field to a person who compiled it, and
24 then -- with other projects and would, you know,

Page 152

1 submit that to upper management.
2 **Q. Is that how funds were allocated to the**
3 **project?**
4 A. I don't know how funds are allocated to the
5 project.
6 **Q. Do you know what those cost of completion**
7 **estimates were at any point in time? Were you made**
8 **aware of those numbers?**
9 A. Yes.
10 **Q. How were you --**
11 (Crosstalk.)
12 **Q. How were you aware of them?**
13 A. Basically using the David Larkin cost of
14 completion form that he would submit. I think
15 there were three of them maybe that I saw. And
16 (audio distortion) we would use that as a basis to
17 put together a cost tracking spreadsheet and submit
18 that to upper management.
19 **Q. Was the -- was the cost of completion that**
20 **you referred to on the internal spreadsheet**
21 **something that was discussed with you?**
22 A. No. Like I said, my -- my wife was working
23 in the office as an admin -- you know, like an
24 office clerk, administrator, whatever, and she

Page 153

1 would get that information. I would see it and
2 pass it on to her. She would compile it on a
3 spreadsheet and then forward it on to -- to the
4 management team, and I don't know what happened to
5 it after that.

6 **Q. Do you know whether -- do you recall**
7 **whether those numbers that you're referring to were**
8 **in line with or tracked the Larkin cost of**
9 **completion estimates or not?**

10 A. Yes, they were.

11 **Q. So it wasn't any -- you were aware on**
12 **behalf of CNX as well as the others in that**
13 **communication loop as to how the cost of**
14 **completions were being modified.**

15 MR. MICHAELS: Objection. Calls for
16 speculation. That wasn't his testimony about
17 whether something was modified.

18 **Q. Go ahead, Mr. Dunn.**

19 A. Yes, but the backup doc -- you know, the
20 process had to stay intact of identifying extras,
21 creating a field ticket, creating a change order,
22 (Audio distortion) signing off on it, and that --
23 that process was not followed through with.
24 Therefore, I couldn't be sure that that's the right

Page 154

1 number or not because it was not tracked after a
2 certain point in time.

3 It's only an estimate. So the -- the
4 Larkin is an estimate. The Larkin CAC was an
5 estimate, and, yes, we used his estimate to
6 forecast -- you know, to warn the upper management
7 that, hey, these -- these invoices will be showing
8 up, you know, at some point, but, you know, what
9 they did with that information is -- I don't know.

10 **Q. And in -- the work on those invoices, to**
11 **your knowledge, was complete and --**

12 MR. MICHAELS: Objection.
13 (Crosstalk.)

14 MR. MICHAELS: Those documents aren't
15 before him. Calls for speculation.

16 **Q. Go ahead, Mr. Dunn.**

17 A. Every document that I signed, I -- I was --
18 I understood it to be extra work. I understood it
19 to be -- to be paid for, and anything that I did
20 not sign, I -- I cannot speak to because I
21 wasn't -- I didn't see it happen. I don't -- you
22 know, I don't know how many, how often, how -- you
23 know, what equipment, so I was not able to sign off
24 on those.

Page 155

1 **Q. Okay. Well, so from -- you know, you've**
2 **done other projects similar to this one, correct?**

3 A. Yes.

4 **Q. And when you left in July, the charges to**
5 **this contract were in the 14 million range based on**
6 **the work left to be done. Does the 19 million**
7 **number seem out of line to you?**

8 MR. MICHAELS: Objection. Calls for
9 speculation. Improper hypothetical.

10 A. Yes, I -- I wouldn't know without being
11 there.

12 **Q. As far as the status of the design**
13 **documents in this case, Mr. Dunn, do you find that**
14 **they were less developed than the other projects**
15 **that you've worked on?**

16 A. Yes.

17 **Q. Did you ever raise that issue with**
18 **management at CNX?**

19 A. No.

20 **Q. Did ACS provide additional services to make**
21 **up for that deficiency in this project?**

22 A. Yes.

23 **Q. I think last question, Mr. Dunn, would you**
24 **be able to go back and look at the billings from**

Page 156

1 **the time you were on the project and identify how**
2 **much of those billings were original scope work?**

3 A. Yes. It would take some time, though.

4 **Q. You didn't do that because you didn't need**
5 **to track it, as if you were under the contract**
6 **amount, it didn't matter whether it was original**
7 **scope work or extras, correct?**

8 MR. MICHAELS: Objection to form. A
9 compound question.

10 A. Yes, that's correct.

11 **Q. All right. I think I'm done.**

12 MR. BRUMLEY: Hold on one second,
13 Greg.

14 (Discussion held off the record.)

15 THE VIDEOGRAPHER: Do you want to go
16 back on the record?

17 MR. BRUMLEY: Yeah.

18 THE VIDEOGRAPHER: I'm sorry. We
19 never went off the record.

20 MR. BRUMLEY: I didn't think we did.

21 THE VIDEOGRAPHER: My fault.

22 MR. BRUMLEY: I don't have any further
23 questions at this time, Mr. Dunn. I want to thank
24 you for bearing with us today on the video format.

Page 157

1 It's way harder to do that -- this by video than it
2 is in person where we could show each other
3 documents and have a more natural conversation. So
4 thank you for your effort with us here today.
5 THE DEPONENT: You're welcome.
6 MR. MICHAELS: I just do have a few
7 here, Chris, if you are done.
8 MR. BRUMLEY: Unless you raise some
9 issues that I need to redirect, I'm done.
10 EXAMINATION
11 BY MR. MICHAELS:
12 Q. Okay. Kevin, thank you very much for your
13 time today hearing us both as we navigated these
14 technological issues.
15 Just to be -- just to be clear. This
16 project, the expansion of the Morris Compressor
17 Station was bid on a time and materials basis with
18 a not to exceed price.
19 A. That's correct.
20 Q. And it was awarded by CNX to ACS on a time
21 materials basis with a not to exceed price; is that
22 correct?
23 A. Yes.
24 Q. And anything that would be deemed outside

Page 158

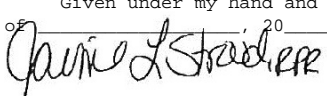
1 the scope was to be addressed using the change
2 order process.
3 A. Yes, that's correct.
4 Q. And that process was followed while you
5 were in place as foreman with ACS?
6 A. Yes.
7 Q. And was that captured through any
8 particular log?
9 A. Yes.
10 Q. What log was that?
11 A. There was a change order log that was kept.
12 Q. Is that different or the same as the extra
13 work log that's been referred to?
14 A. I believe it's different.
15 Q. Okay. But in your understanding what you
16 had signed off on was in the -- not -- not in
17 contract log?
18 A. Yes.
19 Q. And you had been asked by counsel about
20 some hypotheticals and specifically was the -- I
21 want to say that was Exhibit 7, or what was -- or I
22 guess it was Exhibit P. I don't know the number.
23 I apologize for that.
24 ACS's explanation for how they arrived

Page 159

1 at their 12 million price. You're not aware of or
2 you don't have firsthand knowledge about why they
3 lowered their price or arrived at that number.
4 A. No, I do not.
5 Q. And you don't have any knowledge of how
6 they got down there or what contingencies they
7 removed or assumed or anything of that nature. You
8 don't have personal knowledge of that.
9 A. No, I don't.
10 Q. Now, the hypotheticals asked by you of
11 counsel were some scenarios of what qualified as
12 extra work potentially outside the scope, and he
13 asked generally what they were.
14 If that was to be considered, you
15 would look at those -- let me rephrase that.
16 What would you look at to consider
17 that on an individual basis?
18 A. I would have to compare the bid documents
19 to the actual work that was performed, the specific
20 nature of each -- each particular item.
21 Q. So in some instances, something that could
22 be considered extra work in one instance, based
23 upon the circumstances, could be not extra work
24 under different circumstances,

Page 160

1 A. Yes.
2 Q. So it would take an individual assessment
3 of the circumstances involved with each and every
4 aspect of that.
5 A. Yes.
6 Q. Okay. So we can't make a blanket statement
7 saying anything due to weather is necessarily
8 something a delay that would constitute extra work.
9 A. Yes, I would agree.
10 Q. And, likewise, that would be -- come for
11 different delays maybe in design drawings being
12 provided.
13 A. I'm sorry, Greg, please repeat.
14 Q. I apologize for that. That was poorly
15 worded.
16 But that would be the same
17 circumstance that whether a design drawing was
18 provided on time or on a different time frame, that
19 would be assessed on an individual basis whether
20 that constituted extra work or something outside
21 the scope.
22 A. Yes.
23 Q. Mr. Dunn, are you aware of any time that
24 this project was no longer a T&M with a not to

<p style="text-align: right;">Page 161</p> <p>1 exceed pricing? 2 A. No. 3 MR. MICHAELS: That's all my 4 questions. 5 MR. BRUMLEY: No follow-up. 6 THE VIDEOGRAPHER: This concludes the 7 deposition of Kevin Dunn. We're now off the 8 record. The time is 3:01 p.m. 9 (Deposition concluded.) 10 (Having indicated he would like to 11 waive his right to read the deposition 12 before filing, further this deponent 13 saith not.) 14 15 --oOo-- 16 17 18 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 163</p> <p>1 STATE OF WEST VIRGINIA 2 COUNTY OF KANAWHA, to wit; 3 4 I, Teresa Evans, owner of Realtime 5 Reporters, LLC, do hereby certify that the attached 6 deposition transcript of KEVIN DUNN meets the 7 requirements set forth within article twenty-seven, 8 chapter forty-seven of the West Virginia Code to 9 the best of my ability. 10 11 Given under my hand this _____ day of 12 _____, 20_____. 13 14 15 /s/ Teresa Evans 16 17 _____ 18 Registered Professional 19 Reporter/Certified Realtime Reporter 20 21 22 23 24</p>
<p style="text-align: right;">Page 162</p> <p>1 STATE OF WEST VIRGINIA 2 COUNTY OF CABELL, to wit; 3 4 I, Jaime L. Stroud, a Notary Public within and 5 for the County and State aforesaid, duly 6 commissioned and qualified, do hereby certify that 7 the foregoing deposition of KEVIN DUNN was duly 8 taken by me and before me at the time and place and 9 for the purpose specified in the caption hereof, 10 the said witness having been by me first duly 11 sworn. 12 13 I do further certify that the said deposition 14 was correctly taken by me in shorthand notes, and 15 that the same were accurately written out in full 16 and reduced to typewriting to the best of my 17 ability, and that the witness did not request to 18 read his transcript. 19 20 I further certify that I am neither attorney or 21 counsel for, nor related to or employed by, any of 22 the parties to the action in which this deposition 23 is taken, and further I am not a relative or 24 employee of any attorney or counsel employed by the 25 parties, or financially interested in the action, 26 and that the attached transcript meets the 27 requirements set forth within article twenty-seven, 28 chapter forty-seven of the West Virginia Code. 29 30 My commission expires February 19, 2023. 31 32 Given under my hand and seal this _____ day 33 of _____, 20_____. 34 35  36 37 Jaime L. Stroud, RPR, Notary Public</p> <div data-bbox="568 1848 730 1911"><p>OFFICIAL SEAL Notary Public, State of West Virginia Jaime L. Stroud 36214 Homestead Road Martinsburg, WV 25705 My commission expires February 19, 2023</p></div>	

Exhibits	12.8 123:21,23 131:23 132:17,19 133:3,4,17, 20 134:2	22nd 5:9	7	accurate 12:1 17:6,7 23:16 105:22 117:3 131:17 140:5
Exhibit 1 4:3,4 57:6, 8,11 66:9	12:30 97:9 98:15	23-year 27:24	7 142:7,10 158:21	achieve 44:3
Exhibit 2 87:9,12,13	12:32 86:18	25 8:20	70 45:6	acquainted 6:11
Exhibit 3 96:24 97:1, 5 103:11	12:35 98:23	26th 58:9 97:3 99:7	72 104:24	ACS 5:19 6:13 8:2 26:7,12 39:24 40:9 41:4 63:10 65:7 68:12 69:23 70:6,13 71:11 83:24 92:7 93:19 95:2 96:4,16 97:2 99:7,16, 19,21 100:1 101:10, 16 104:9 111:23 118:8,9,12 120:20 123:9 124:4 125:10 126:9 128:2 130:12, 21 137:16,19 139:19 145:14,19 146:14 147:2,21 155:20 157:20 158:5
Exhibit 5 130:11,14	12:50 97:22	29 14:5	72-inch 105:9	ACS's 64:16 109:22 136:14 158:24
Exhibit 7 142:7,10 158:21	1395 8:17	2:15 141:16	73 15:18	Action 5:5
	14 15:6,7 20:10 49:10, 16 79:3 81:18 155:5	2:20-CV-00290 5:6	77 15:20	active 52:13
\$	14.1 131:23 132:17 134:2	2:27 141:22	7th 150:1	activities 112:16 132:12
\$14,100,000 64:16	14th 20:9 88:7,11	3	8	actual 8:1 9:6,21 73:3 100:15 101:7 105:14 106:18 117:15 159:19
-	15301 8:17	3 57:2 69:1 86:17 96:24 97:1,5 103:11 121:9	80 45:6	Adam 5:10 40:8 142:13 143:9,13
--ooo-- 161:15	16th 135:24	3.9 107:7 108:6,21 110:10	9	add 71:4 72:8,15 91:18 114:15,16 136:24 137:10 150:11
1	17th 20:10	30 14:5 15:9,23,24 86:4	90 131:7,9,18	added 30:18 44:20 71:8 79:17
1 5:4,23 49:10 57:6,8, 11 66:9 69:4 88:7,23 99:6 108:13 117:3	18 24:1 36:24 37:4 45:20	31st 88:19,20	9:30 5:14	adding 28:23,24
1.6 80:12	19 32:14 33:13,22 84:13 88:8 96:14 118:21 119:4 155:6	3:01 161:8	9th 50:8	addition 40:9
1.9 80:12	19.1 138:22 139:20	3D 141:3,6,8	A	additional 80:22 90:13 114:7 128:19 141:9 146:15 155:20
10 132:11 133:1	1:37 124:17	4	a.m. 5:14 36:13,19 56:21 57:3 86:12 97:13	address 8:16,19 24:22 54:13
10/29/57 13:22	1:44 124:23	4 15:19 69:2 71:20 103:13,19,22,23 104:2,19 124:22	ability 11:4 29:8	addressed 130:22 158:1
100 22:7 80:18	2 15:18 36:18 63:7 87:3,9,12,13 88:23 100:14 104:21 142:8, 15	40 41:13 61:3	absence 127:9	admin 152:23
10:14 36:13	2.2 104:22 105:7	5	Absolutely 126:6	administrator 152:24
10:25 36:19	20 14:5	5 36:9 121:9 130:11, 14 141:21	AC 96:19	
10:31 97:13	2010 18:21	5/13/19 100:8	AC&S 84:5,15 96:1 101:24 113:6 115:4 121:5 137:24 138:18, 22 139:19 144:13,19 146:1	
10:44 56:3,11	2011 18:20,21	50 22:7 39:4 40:17	AC&S's 49:21 137:12	
10:54 56:5	2013 15:4 20:7	500,000 71:21	acceptable 96:4	
10:57 56:21	2014 22:15	57 15:21	access 41:5 47:7	
11 78:23 80:7 89:6	2018 24:1 50:2,8 68:21	6	account 111:23 132:8	
11:05 57:3	2019 24:2 84:3 89:6 93:2 97:3 99:7 117:3 142:8,15 150:1	6 134:20,21,24	accounting 73:24 74:4	
11:53 86:12	2020 5:9	60 33:18 41:9,11,18, 21,23 42:9,23 45:6 48:3,15,20 58:18 59:1 61:4,17 131:4,8	accumulated 90:24	
12 78:21 79:4,21 81:11,17 85:5 159:1			accuracy 67:20	
12.1 123:17				
12.4 106:3,8,24				

<p>admonition 27:9</p> <p>advise 113:6</p> <p>advised 33:19 112:3 113:10</p> <p>AFC 83:19</p> <p>affect 11:4 95:9 126:1</p> <p>affiliated 17:23</p> <p>afield 109:11,19,20 110:1</p> <p>afternoon 65:20</p> <p>agree 12:19 71:4,5 72:24 73:3,21 109:18 116:18 132:17 145:24 160:9</p> <p>agreed 59:15 74:19 77:3 79:15</p> <p>agreeing 73:5</p> <p>agreement 7:7,8,13 8:1 12:21 59:16 73:18</p> <p>ahead 12:3 42:16 55:5 57:22 69:20 78:5 89:23 94:4 95:6 101:3 112:9 120:7,15,17 126:7 132:24 133:10 135:16 136:21 137:5 144:22 146:5 147:16 153:18 154:16</p> <p>air 108:23</p> <p>Aldridge 5:19 129:11,14 134:18</p> <p>allocate 71:13</p> <p>allocated 75:4 152:2, 4</p> <p>altered 121:19</p> <p>Alvarez 13:9 143:8</p> <p>ambiguity 146:1,16</p> <p>America 8:23</p> <p>amount 59:20 64:18 69:15 73:9 74:19 75:5 76:10 77:2,10,12,17 78:10,17 80:7,15 81:11,20 84:15,22 85:5 107:13 118:20 123:19 156:6</p> <p>amounts 7:22 49:12 84:21</p>	<p>anchor 99:17</p> <p>answering 27:20 128:24 129:3</p> <p>answers 22:6 139:13</p> <p>anticipated 83:20</p> <p>apologize 23:11 158:23 160:14</p> <p>appeared 24:22</p> <p>appears 6:19 104:11 117:9 136:2,22</p> <p>applied 5:4 76:4 120:20</p> <p>apply 60:15 61:21 106:12,13,19</p> <p>approval 100:10 101:9 119:21 127:2</p> <p>approvals 127:3</p> <p>approve 146:17</p> <p>approved 62:23 71:12 72:23 79:23 101:13 102:1 120:23 121:1 126:19,24 138:23 140:2,3 149:8, 22 150:4</p> <p>approving 63:18 73:8 81:9 101:3 126:11,23</p> <p>April 135:24</p> <p>area 29:18 59:13 116:12</p> <p>areas 82:5 142:1</p> <p>arrived 125:3,10 158:24 159:3</p> <p>aspect 160:4</p> <p>assessed 160:19</p> <p>assessment 160:2</p> <p>assign 70:24 71:11</p> <p>assigned 21:8 101:16 120:8</p> <p>assist 147:2</p> <p>assistant 24:7</p> <p>Associates 99:18</p> <p>assume 15:18 49:1 67:6 93:9 145:14</p>	<p>assumed 94:19 95:2 159:7</p> <p>Assumes 69:18 89:19</p> <p>assuming 106:11</p> <p>assumptions 60:3</p> <p>Aston 126:17</p> <p>attachment 57:5 58:2 130:8</p> <p>attended 37:13</p> <p>attending 143:1</p> <p>attention 34:10 70:20 95:14 143:22</p> <p>Aubuchon 40:8 142:14</p> <p>audio 8:19 26:14 49:3 54:16 55:15 57:21 63:1 67:2 70:3 73:6 79:8 86:1 89:19 105:21 108:4 116:7 122:13 141:13 149:10 150:14 152:16 153:22</p> <p>audit 137:16 139:3,5</p> <p>author 132:21</p> <p>authority 114:6,14,18</p> <p>authorized 74:15</p> <p>Avenue 8:17</p> <p>avoid 58:6</p> <p>award 68:20,24 131:19</p> <p>awarded 63:10 78:18 118:9 131:14 157:20</p> <p>awarding 124:3</p> <p>aware 36:22 37:7,10 45:24 64:17,20 75:15 76:17,20,21,23 84:15 89:22 93:18 94:5 101:18 102:3,5 106:22 113:16,21 123:17 126:22 127:1 128:10,13,18 138:13 148:10,17 151:10 152:8,12 153:11 159:1 160:23</p>	<p>B</p> <p>back 7:18 13:14 27:22 30:11 35:6 36:18 44:19 45:19 57:2 58:15 68:22,24 69:6 75:13 86:17 90:19 91:14 99:8 107:1 114:1 124:22 135:20 141:21 143:4 145:7, 17 146:20 155:24 156:16</p> <p>backflash 136:7</p> <p>background 14:24 15:8,17 17:10</p> <p>backup 100:23 101:7 119:9 153:19</p> <p>bad 28:6 123:21</p> <p>balances 68:8</p> <p>base 12:18 37:2 43:15 76:1 78:14 117:22</p> <p>based 21:3 33:16 48:6 58:24 60:4 75:19 77:7 82:21 107:2 118:22 126:9 131:13, 15 139:21 141:1 155:5 159:22</p> <p>basic 28:9</p> <p>basically 26:19 152:13</p> <p>basing 31:19</p> <p>basis 25:22 76:5 78:3 92:5 115:24 139:21 152:16 157:17,21 159:17 160:19</p> <p>bearing 156:24</p> <p>Beck 40:8 142:13 143:9,13</p> <p>bedtime 37:12</p> <p>beginning 15:6 83:4 116:4</p> <p>begins 36:17 57:1 86:16 124:21 141:20</p> <p>behalf 5:19 91:9 153:12</p> <p>belief 109:21</p>	<p>believed 100:2 124:4</p> <p>bell 143:14</p> <p>benefit 27:13</p> <p>bid 37:5,17 40:1,10, 21,23 41:4,5,7,22,23 45:19,20 46:8 47:4,16 49:6,18,21 57:9,18 58:8,9 59:5,19 64:10, 16,18 69:4 75:5 78:21 80:23 91:18 93:20,23 104:9 108:14 111:10 118:9 124:4 128:23 131:19,22 132:8,16 134:1 157:17 159:18</p> <p>bid's 131:14</p> <p>bidder 62:4</p> <p>bidder's 37:19</p> <p>bidders 41:1,20 45:22 49:20 58:16 60:9,10 61:7,18 64:10 93:19 128:24</p> <p>bidding 40:19 41:8 42:1 138:8</p> <p>bids 17:11 19:18 37:3,14 39:16,23 40:6 41:2 46:9 47:1,2,24 49:3 50:1,7,10 62:12 64:14 124:6 131:6</p> <p>big 13:17 16:3 39:5,7</p> <p>bigger 122:7</p> <p>bill 71:24 79:16</p> <p>billed 72:12 85:7 101:9</p> <p>billing 70:24 101:16 122:21</p> <p>billings 155:24 156:2</p> <p>birth 6:19 13:21</p> <p>bit 17:10 23:4,9 46:16, 19 63:5 84:11 85:23 90:16 109:11,19,24 131:10</p> <p>blank 108:13,18</p> <p>blanket 160:6</p> <p>blueprints 60:24</p> <p>board 42:16,20</p> <p>bolts 99:17 101:4</p>
--	--	--	--	--

bore 110:15,16 born 15:21 bottom 100:7 130:7 142:23 bounce 66:2 break 13:3,5,10 36:6 77:23 85:20 86:4 119:19 124:14 briefly 36:1 bring 50:7 70:20 114:24 bringing 102:11 broad 14:9,15 29:16 broke 63:2 85:17 89:4 128:16 brought 68:11 70:1,2 128:3 140:4 147:1,9 Brumley 5:18 6:9,13 36:4,8,20 46:23 50:6, 16 51:14,17 54:18 55:3 56:18 57:4,12 58:6 62:9 69:3 78:4 85:19 86:2,9,19,21 87:3 93:15 96:23 99:4,5,11 103:5,8,12, 16,20 104:3 109:13 110:5,6 113:14 114:12 124:13,24 126:6 129:9,12,16 130:15 134:16,19 139:4,11,15 141:14, 23 146:23 156:12,17, 20,22 157:8 161:5 Buckland 19:20 20:1 144:7 budget 106:22 budgeted 59:20 76:10 build 18:1 42:22 70:6 93:13 builder 112:14 building 14:10 48:7 60:22 112:10 buildout 19:21 48:16 buildouts 19:11 built 18:13 19:1 65:10	burn 95:22 burned 96:1 business 9:14,16 14:6 112:2 busts 147:15 busy 42:18 button 27:15 52:15 buy 73:12 <hr/> C <hr/> CAC 154:4 calculable 93:7 calculate 107:1 calculated 72:22 79:24 80:24 106:23 calculation 118:23 calculations 151:11 call 7:19 26:11 27:11 28:10 56:16 138:11 called 6:5 14:1 40:22 41:9 calls 31:19 76:13 77:19 78:3 92:9 94:1, 3 105:1 121:13 126:20 132:20 133:7 136:19 146:3 153:15 154:15 155:8 camera 46:15 capabilities 29:1 capacity 30:6 captured 158:7 care 115:6 career 13:15,18 21:15 Carissa 25:17,23 38:19,24 39:5 40:7 43:2 44:23 68:16 142:13 143:8,13 150:9 Carlisle 128:2 case 7:20 9:19,22 11:14 19:19 23:7 24:15 30:14 60:24 135:4 137:17 155:13	case-by-case 146:7 case-ons 112:19 catchers 104:24 105:10 category 63:7 71:20 79:17 caught 147:16,18 caused 79:21 83:21 92:17 96:16,17 136:7 147:17 causing 125:10 caution 142:23 CB 27:14 CEC 67:14 68:11,14 69:9 70:2,4 141:9 146:21 147:1,5 CEC's 69:17 center 125:14 center's 126:1 certificate 6:19 certificates 21:17,18 chance 24:16 51:12 85:24 123:23 change 7:22 20:18 21:3 45:13,16,17 63:23 64:5 70:10 71:11,13 72:6,11,15 73:19 74:15 75:14 77:22 79:16,17 80:10, 12,14 81:5,7,14,16 91:18 92:8,18 93:24 96:5 105:19,20,23 106:12,14,19 109:15 113:17,19,24 115:11, 12 116:10 119:17 144:2,5,6,9 153:21 158:1,11 changed 9:4 20:24 21:1 79:11,23 140:21 148:14 changing 8:24 81:20 characterization 88:24 charge 63:17 77:17 83:10 105:12 120:2 126:21 146:10	charges 71:19 73:12 155:4 Chase 40:8 142:14 chatroom 11:16 checks 68:8 Chilcote 5:22 chin 46:19 Chris 5:18 6:13,22 51:11 53:16 58:1 99:1 103:10 109:10 157:7 Chris's 56:16 circulation 78:3 circumstance 160:17 circumstances 145:2 159:23,24 160:3 civil 5:5 14:14 88:8 89:6,7 clarification 38:23 40:23 clarified 47:10 clarify 12:11 65:15 clean 29:19 clear 113:8,11,23 119:18 157:15 clerk 152:24 client 13:7 client's 49:6 closely 119:12 CN&S 113:24 CNX 5:3,22 6:15 8:2, 22 9:2,15,17 11:20 13:14,15,18 16:2 17:24 18:22 19:10,13, 14 20:4,11 21:14 22:2,14,22 23:14,17 24:18 25:1 31:3,5,7, 19 37:8 38:5,8,10,17 39:3 43:7 45:14 47:1 50:1,9 54:9 55:1 62:3 64:17,23 69:22 70:2 73:24 74:13 76:10,18, 23 83:10 87:21 93:19 94:10 96:17,19 101:12 113:17 114:5	117:20 123:1 125:2 130:22 132:18 134:1 136:23 137:16 147:2 148:7,13 151:10,17 153:12 155:18 157:20 CNX's 68:12 109:21 CNXM 58:23 coal 16:9 coffee 36:9 cognizable 11:6 collect 91:6 collecting 91:2 collects 91:3 college 15:10 column 108:11 comfortable 55:7 102:23 comment 83:8 131:12 common 122:2 communicate 43:23 63:12 65:24 73:23 communicated 34:24 communicating 44:24 communication 25:23 26:7,10 38:20 43:17 45:15 63:5,8 142:20 153:13 communications 10:17 34:17,20 148:6 companies 40:1 company 13:16,17, 24 14:11 29:24 58:24 63:6 99:18 113:12 145:13 compare 47:24 159:18 compared 59:19 competition 40:18 compile 153:2 compiled 151:23
---	--	--	--	--

complete 41:10,24 42:23 72:3 77:16 80:5 89:10 128:19 135:15 147:6 154:11 completed 72:5 78:16 81:22 84:4,12 89:7 106:7 completely 60:4 138:1 completion 33:12 72:13 74:16 76:19 96:19 117:2,8,14 118:12,16,20 119:4 121:8,10 127:13 139:20 151:11,18 152:6,14,19 153:9 completions 153:14 complex 143:19 component 118:3 components 44:21 83:11 89:12 107:19 compound 156:9 compress 28:16 compression 28:23 30:20 33:16 compressor 10:9 17:5 28:16 29:12 48:7 50:10 66:14 95:22 96:2 112:11,14 157:16 compressors 99:17 con 78:18 133:5 concept 49:14 77:5 78:11 150:5 conceptual 92:5 concern 76:8 concerned 62:22 95:21 concerns 76:18 concluded 161:9 concludes 161:6 conclusion 94:2 133:8 136:20 146:4 concrete 128:19 138:12	condition 92:8,16 conditions 11:4 conduct 7:15 conducted 5:7 conferencing 5:8 confirm 5:15 confusion 58:6 connected 56:9 connection 6:11 28:6 connections 90:8 147:22 considered 21:2 74:20 84:17 96:7 127:19 159:14,22 constitute 7:7 160:8 constituted 160:20 constraints 42:6 111:2 constructed 24:1 construction 5:4 11:20 14:8 15:10 16:1,6,20 19:4,5 21:8, 12,13,15 22:14 32:23 33:12 39:23 40:11 44:19 46:10 59:13 60:19 61:2,6,19 63:6 74:11 80:20 94:11 132:12 148:19 consulted 129:2 consumed 143:19 consuming 111:3 contact 43:20 65:11, 12 contained 135:3 138:23 contended 138:22 contending 117:21 contends 121:5 137:19 139:19 context 131:11 contingencies 64:18 93:20,22 133:5,18 159:6	contingency 93:12 94:8 132:11 133:1 139:6 continue 127:9,12 continued 36:15 56:23 86:14 102:4 124:19 141:18 continuing 110:2 139:12 contract 7:6 17:11 60:14 73:11 75:16 77:7,17 78:9 81:11 84:22 85:5 93:24 99:22 105:19 106:16, 18 109:16 123:17 135:11 137:13 155:5 156:5 158:17 contractor 14:1,12 25:3 42:15,19 47:7 48:4 59:19 60:2,21 61:20,24 62:3,8,12,21 66:10,16,20 68:6 69:11 77:13,15 78:8, 19 82:6,18 93:9 94:17,20 104:9 123:10 132:7 contractors 18:13 41:4 108:14 111:15 control 17:1 125:14, 24 conv 14:14 conversation 11:10 25:11,16 113:23 157:3 conversations 10:15,17 22:21 140:23 149:13 coordinate 62:24 coordinating 44:15 coordinator 20:19 copied 35:4,7 core 9:1 corner 52:10 corporate 8:23 151:22 correct 11:12,18 12:2 15:5,22 17:2 20:6 24:24 25:9 31:8 32:12	37:3 43:16 58:19 63:8,19 68:9 69:12,13 71:17 72:10,13 75:24 78:12 79:1,4 89:5 93:14,21 100:18 102:2 105:14,15 106:20 107:22 122:24 129:24 133:6,21 136:18 137:2,22 138:19 139:14 140:6 143:24 144:14,17 155:2 156:7,10 157:19,22 158:3 correctly 28:17 62:11 71:9 78:6 cost 47:14 48:12 49:1 59:10 60:17 72:7,8 73:3,13 74:16,21 76:18 81:10 100:15 101:5,6 118:12,16,20 119:4 146:15 151:11, 17 152:6,13,17,19 153:8,13 costs 49:1 61:22 72:19 73:10 75:2 76:4 77:13 93:13 111:24 118:24 137:16 138:22 139:20 144:16 counsel 5:14 10:18 22:21 158:19 159:11 County 50:11 couple 36:6 37:13 63:20 124:14 131:2 142:1 149:17 court 5:11 6:1 7:5 27:9,12,17 38:23 57:7 87:4 103:5,8,13 141:12 covered 68:15 covers 21:14 crane 144:16,20,23, 24 145:3,9,13,20 cranes 116:20,21 144:17 created 81:14 136:16 creating 153:21 crew 143:8 cross 74:18 crossed 50:24	Crosstalk 7:2 9:24 17:17 21:21 31:17 51:5,13 59:14 76:11 77:21 80:3 86:8 95:19 100:20 120:14 125:23 139:7,10 152:11 154:13 cup 36:8 current 8:21 59:1 cursor 52:13 cut 115:16 cutting 46:19 <hr/> D <hr/> daily 32:1,5 65:8,13 116:7 damage 109:3 dangers 112:13 date 13:20 20:7 56:10 68:20,24 89:9 96:20 117:2,8 136:1 dated 50:7 97:2 99:7 135:24 142:8 dates 58:10 114:20 Dave 13:9 David 142:14 152:13 Davis 40:8 day 5:9 13:2 20:9 32:19 65:14,17,18 81:2 day-to- 81:1 day-to-day 115:24 days 66:7 149:17 deal 93:2 115:23 145:14 December 5:9 decide 44:4 decided 34:13 40:1 148:14 deciding 37:18 151:5 decision 33:3,6 39:18 48:10 decisions 68:17
--	---	--	---	--

deemed 71:13 106:9 140:19 157:24	10:12 23:16 25:8,19, 22 36:18 49:13 57:2, 8,10 86:17 87:9,12 93:18 96:24 97:1,4 103:23 104:1 109:12 110:2 112:7 120:6 124:22 130:11,14 134:21,23 135:13,15 141:21 142:7,10 161:7,9,11	136:10	discussing 75:14 90:11	drawings 37:22 60:14,18,20 61:19 62:3,13 64:7,8,9,12 80:19,20 83:22 106:5 121:18 131:18 149:8, 24 150:17,18 160:11
deeming 100:11		determination 110:21 113:3 140:15	discussion 10:12 67:2 118:3 132:6 156:14	dried 109:1
defendant 5:3 6:5		determinations 91:17	discussions 116:23	driver's 6:19
deficiency 155:21		determine 45:9 64:3 70:22 104:14 114:19 140:18	dispute 119:5,7	dry 29:13,14 32:24 33:1,5,21 34:21 35:14 143:23 144:6
define 64:3		determined 70:19 71:10 77:12 105:12, 18 120:6	disseminated 103:21	drying 108:22
degrees 21:17	depositions 27:11	determining 40:5	distinct 121:2	due 61:7 69:15 89:12 90:4 91:21 92:6 93:4, 7 94:10 136:17 137:11 146:1 160:7
dehy 29:1,8 30:17	describe 24:4 28:19 47:20,22	Devco 5:4,23	distortion 8:19 26:14 49:3 54:16 55:16 57:21 63:1 67:3 70:3 73:7 79:8 86:1 89:19 95:11 108:4 116:8 122:13 149:11 152:16 153:22	duly 6:6
dehydration 29:10 30:18,20	describes 57:23 99:17	develop 131:6	division 14:13,14	Dunn 5:2 6:4,10,21, 24 7:3 8:10 12:10 22:5 25:2 27:10 34:2 36:18,21 46:14 50:17 51:15 55:4 57:2,6,8, 10,13 58:15 61:11 65:5 70:10 75:12 76:9 78:5 84:2 86:17,20 87:9,11 89:11,23 96:19 97:1,4 99:6,14 103:3,23 104:1,4 110:7 112:9 113:16 114:5,13 115:14 118:1 120:7,17 122:8 124:22 125:1 126:7 127:2,7 128:22 129:18 130:11,13,17 133:13 134:21,23 135:2,16,23 136:21 137:15 138:13 139:16 141:21,24 142:4,7,9, 19 145:24 148:6,17 153:18 154:16 155:13,23 156:23 160:23 161:7
dehys 48:8	description 45:23 120:22	developed 42:11 60:14 66:19 67:24 68:1 155:14	divulge 10:17	Dunn's 12:12 62:19
delay 89:15 91:21 92:18 93:7 95:20 125:13,21,24 126:9 136:16 160:8	descriptions 140:9	developing 28:14	doc 69:2 153:19	duties 31:22
delayed 10:21 92:6	design 37:24 38:4,10, 11,18 40:24 41:24 42:10 43:5,8 44:20 45:16 58:18 59:1 60:20 62:13 66:16,21, 22 67:11 68:4,13 69:8,16 70:7 77:16 82:11,22 83:4,11 88:9,11,20 89:6,7,12, 16 107:13 117:11,21 121:18 125:4 131:15, 18 144:10,14 147:7 148:8,11,16,18 149:12,17,21,24 150:2 155:12 160:11, 17	Dickie 5:22	document 50:18 51:9 55:7 57:13,15 58:5,7, 10,13,14,17 60:4,9 61:10 63:4,8 66:8 69:2 75:11,16 87:5 88:6 98:16 104:14,16, 19 113:15 120:19 132:21 133:12 146:24 150:2 154:17	<hr/>
delays 43:4 83:14 89:11 93:1,3,10 94:9 132:13 137:1 160:11	designation 108:10	difference 115:19 121:16	documentation 60:5 100:23 101:7 111:10 118:11 119:9 120:11	E
delivered 125:2	designed 149:5	difficulties 13:4	documents 23:13,17 24:21 41:5,7,23 43:5, 9 48:4 58:24 61:2,7 66:22 82:10,17 117:11 131:16 132:8 146:2 148:8 154:14 155:13 157:3 159:18	<hr/>
delivery 62:24 83:20	designer 38:4,8 149:4	digest 87:14	dollar 49:12 73:9 77:10,11 84:15,21	e-mail 24:21 26:10,16 34:16 35:9,16 51:15, 24 52:8 53:9 54:13 55:1,10 87:2 97:7 98:17,18 102:19
demand 114:24	designs 62:1 82:24 90:7 123:2 147:22,24 149:6,24	direct 25:1,4 38:20 42:21 43:17 114:6 120:1 141:2	dollars 78:22 80:13 85:6 139:21	
demanding 143:18	desirable 41:24	directed 7:5 99:21 136:23 137:10	download 54:7	
demo 50:5	desired 139:13	directing 115:4	drawing 108:18 144:3,6 146:16,17 149:22 150:2,4,5,7 160:17	
demolition 112:17	desk 91:7,11 116:5	direction 66:3		
Dennis 33:9 40:7 142:14	detail 8:5 44:20 60:11,22 69:16	direction 66:3		
departing 35:21	detailed 58:23 82:24 147:23	directly 88:15 101:10 116:19,24		
department 21:12 74:4,5,11,12	details 46:2 127:23	disagree 73:1,3 139:22		
departure 140:4		disagreed 122:9		
depend 150:7		discharge 108:22		
Depo 57:6		discovery 7:6 23:14		
deponent 36:7,11 46:17,20 52:22 53:6, 13,19,22 54:2,6,15 55:2,10,18 56:1,6,9 97:11,19,24 98:5,12, 19,22 102:16,21 103:1 130:3,9 157:5 161:12		discuss 74:10 114:18 115:2 116:22		
deposed 23:8		discussed 62:23 95:12 101:19 103:3 105:16 119:14 121:8 131:4 138:8 146:21 152:21		
deposition 5:2,7 6:14 7:11 9:8,19				

113:23 116:14,24 130:2,4 142:5,12,18, 21 143:7,9,12 144:1 e-mails 24:14,22 35:6,20,22 50:14 51:23 98:3,19 116:9 earlier 26:16 90:11 93:17 98:3 103:3 104:6 118:1 131:4 146:21 early 15:6 93:2 118:7 138:8 easier 15:24 51:9 53:21 easy 97:17 education 15:11 educational 15:8 efficiently 30:7 effort 44:15 157:4 electrical 14:13 88:8, 16 125:19 126:12,18 127:4 elements 7:9 email 142:8 Emergency 96:11 employee 25:1,4 26:20 employees 26:19 136:24 employer 8:21 encompass 47:18 end 34:2 65:21 67:10 71:6 88:19 113:18,19 118:24 133:2 138:18 energy 14:18 engineer 38:19 39:1 44:24 68:17 149:4 engineering 38:4 39:1,3 43:8 73:24 74:4,10 117:20 123:5 148:13 engineers 39:4 entire 106:2 entities 39:16 41:7 46:10	entitled 92:8 entity 15:2 equipment 18:3,10 63:1 66:12 73:1,6 107:23 108:1 112:17 115:3,5 132:13 150:22 151:3 154:23 equipment's 112:12 escape 52:17 ESD 96:10 essentially 18:12,23 30:5,12 58:7 107:18 establish 8:1 37:1 42:19 established 73:15 establishing 82:6 estimate 22:4,8,13 48:15 61:8 154:3,4,5 estimated 47:13 estimates 118:12,16 151:18 152:7 153:9 evaluating 46:9 49:2 evaluation 47:1 Evan 5:19 50:6 53:16 99:11 evening 65:15,21 events 23:3 eventually 63:10 evidence 69:19 exact 32:19 49:7,9 101:6 120:18 136:1 EXAMINATION 6:8 157:10 examples 66:24 excavated 138:11 excavation 18:5 exceed 77:3,4,5,9 78:6,11 79:4,19 106:4 109:22 118:2,8 157:18,21 161:1 exceeded 77:11 exceeding 76:9	Excel 102:17 exchange 30:21 exchanged 26:12 excluded 47:9 exclusively 55:16 85:15 excuse 100:1 execution 109:12 135:11 exhibit 50:6 54:3,4 55:1,12,16 57:6,8,11 58:3 66:9 86:22 87:6, 9,12,13 96:23,24 97:1,5,19,21 98:10, 12,13,16,23 99:14 101:13 102:6,15 103:7,11,19,21,22,23 104:2,19 129:8,23 130:11,14 134:20,21, 24 135:1,6 142:2,7,10 158:21,22 exhibits 51:17 54:20 existed 7:13 8:2 41:3 existing 44:8 112:18 exit 52:15 53:6 expanding 28:14 expansion 6:16 17:5 23:23 25:12 30:13 36:22 37:7 39:17 50:10 66:13 75:22 76:10 138:15 157:16 expect 7:10 121:10, 15 expediency 110:2 expense 68:12 expensive 144:24 145:12 experience 11:17,19 15:9 16:1 17:12 48:5, 7 60:5 89:11 112:1 141:1 experienced 111:15 expertise 112:1,10 explain 29:5 33:11 68:3 83:16 explained 34:6	explains 120:20 explanation 33:24 34:7 158:24 exponentially 122:6 extend 95:20 96:19 extended 117:14 extensively 16:7,9, 18 extent 35:20 109:17 117:20 extra 74:20 79:18 97:2 99:7,10,16,24 100:2,10 101:8,13,14, 21,23 102:1 104:15 105:13,14 106:9 111:3 114:24 119:13 120:19,21 121:4 122:11 126:10,19 127:1,3 128:4,14 133:6,20 136:17 137:1,2,7,13 140:23, 24 144:14 146:2,17 147:17 148:4 154:18 158:12 159:12,22,23 160:8,20 extras 79:20 100:11 107:1 113:19 137:19 153:20 156:7 extreme 69:14 eyes 50:24 <hr/> F <hr/> fab 147:15 fabricate 151:3 fabricated 83:19 fabrication 83:15 110:18 facilitate 24:20 facilities 14:10 31:7 facility 13:8 17:13 18:13,24 19:10 20:19 21:9 28:10,14,21 32:4 94:21,23 111:1 138:14,19 144:11 facility's 29:19 fact 115:2 116:4	factor 107:20 factors 49:2 78:1 facts 69:19 failed 146:17 failure 107:14 failures 107:15 fair 11:9 12:19 22:8 24:23 30:7 46:6,7 62:15 67:8,9 76:1,3 92:19,20,23 129:6 140:1 148:14 fairly 122:17 fall 106:5 133:5,19 familiar 17:15 29:6 52:2 60:8 75:15 123:5 fashion 43:9 fast-forward 84:1 fault 27:14 136:14 137:12 156:21 favor 124:3 feasible 111:8 February 89:6 feel 48:21 felt 116:16 field 16:20,23 66:6,21 67:18 68:7,9,10 69:12,15,22,23 70:1, 3,7 81:19 82:6,7,8,10, 12 83:12,13 89:12 90:6,13 97:2 99:7,10, 16,24 101:2 107:2,3 109:8 110:11,12,15 111:11,22 121:17 123:2 125:11 128:4 147:10,22 151:23 153:21 figure 12:2 108:20 134:11 figures 27:18 file 54:5 90:17,18 files 24:3,6,7 54:9 55:20 91:4 filing 161:12 fill 34:14 60:4 107:11 120:8
--	---	---	---	--

<p>filled 60:10</p> <p>final 29:21 48:6,14,16 80:1 113:19 124:12 138:17</p> <p>find 66:20 69:14 83:9 97:8,10 102:8 121:22 130:1 155:13</p> <p>fine 102:24 103:1</p> <p>finish 27:19,22</p> <p>fire 94:22 95:3,7,13, 22</p> <p>firm 38:5,14 60:16 61:22</p> <p>firsthand 12:12 83:13 159:2</p> <p>fixed 59:5,8 73:10</p> <p>folder 24:9 25:6</p> <p>folders 56:10</p> <p>follow 7:10 52:5 74:5 101:6 106:13 120:23</p> <p>follow-up 161:5</p> <p>forecast 48:11 154:6</p> <p>foreman 21:2,4,5,8 31:11 45:4 63:6 114:10 125:20 158:5</p> <p>foresaw 48:18</p> <p>form 42:12 62:5 69:19 76:7 90:4 92:21 95:5 108:13 148:1 152:14 156:8</p> <p>formally 24:18 35:14</p> <p>format 81:8 156:24</p> <p>formation 135:12</p> <p>forms 81:9</p> <p>forward 42:24 92:17 110:3 153:3</p> <p>forwarded 50:15</p> <p>found 130:4</p> <p>foundation 18:8 112:16</p> <p>foundations 104:20 105:9</p> <p>fourth 36:24 37:12 130:3</p>	<p>frame 18:18 42:3 83:5 94:11 150:20 160:18</p> <p>frames 126:1</p> <p>Frank 67:2</p> <p>frequently 32:5</p> <p>front 22:1 82:3 87:7 90:2</p> <p>froze 34:3</p> <p>fuel 108:22</p> <p>full 6:18 52:16,19,21 53:4,6,12 99:9 116:6</p> <p>fun 50:5</p> <p>function 29:9,19</p> <p>functioning 138:19</p> <p>funds 71:4,7 152:2,4</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>gain 120:10</p> <p>gaps 66:21</p> <p>gas 14:19,22 16:16,18 19:5 29:10,13,15,17, 20 108:22 123:11</p> <p>gather 91:8</p> <p>gathering 29:17</p> <p>gave 27:7 122:16</p> <p>geared 44:2</p> <p>general 10:23 14:12, 19 28:20 100:4,5</p> <p>generalization 30:8</p> <p>generally 10:8 21:6 31:11 39:6 41:6 57:15 59:13 73:18 159:13</p> <p>gentlemen 126:19</p> <p>gig 16:19</p> <p>gist 150:8</p> <p>give 22:8 23:10 26:18 40:18 44:16 51:12,23 55:15,23 66:24 85:24 87:14 134:15 142:16 151:3</p> <p>giving 143:22</p> <p>glass 16:10 115:9,21</p>	<p>116:1,19 131:22</p> <p>Glass's 115:22 116:12</p> <p>glitch 34:1 150:14</p> <p>goals 44:3</p> <p>good 24:16 48:21 93:2 143:3,6 151:9</p> <p>gotta 54:7</p> <p>graduate 15:19</p> <p>graduated 15:18</p> <p>grand 122:18</p> <p>Green 50:11</p> <p>greenfield 18:2</p> <p>Greg 7:4 10:12,15 36:4 50:9 51:16 54:18 55:11 56:2 86:21 96:23 124:13 156:13 160:13</p> <p>Gregory 5:21</p> <p>grounding 88:8,17</p> <p>group 9:1,3 16:3 35:4 37:24 38:11 39:6,24 40:5 117:20 123:6</p> <p>groups 40:17</p> <p>grow 15:12</p> <p>guess 10:10 22:6 23:3 30:9 40:13 44:23 51:3 72:15 87:17 134:9 148:10 158:22</p> <p>guidance 35:12</p> <p>guy 19:13 149:5</p> <p>guys 65:9 73:21 86:3</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>habit 8:24 27:24</p> <p>Hager 5:10</p> <p>half 22:3 107:12,16</p> <p>halfway 58:22</p> <p>hand 27:21 52:10 60:21 95:12</p> <p>hand-off 127:8</p> <p>handed 138:17 149:3</p>	<p>handful 128:3</p> <p>handle 28:15</p> <p>Hansen 25:17 38:20, 24 40:7 68:16</p> <p>happen 95:7 106:11 154:21</p> <p>happened 70:14 75:7 95:8 153:4</p> <p>happening 112:18 121:3</p> <p>happy 56:17</p> <p>hard 35:8</p> <p>harder 157:1</p> <p>Hartman 14:2 16:3,8, 19 17:13,17,19,22 18:12,22 19:9,13,15, 21 20:3 21:14 30:11 31:3,5</p> <p>haul 145:6</p> <p>head 122:20</p> <p>Headed 97:18</p> <p>hear 11:5 27:18 115:14,16</p> <p>hearing 71:9 157:13</p> <p>heat 30:21</p> <p>held 91:22 156:14</p> <p>helped 45:3,8,9</p> <p>helpful 115:3</p> <p>helps 24:20</p> <p>hey 53:15 54:12 58:1 86:6 114:14 154:7</p> <p>Hide 52:23</p> <p>high 15:13,19 129:15 144:24</p> <p>higher 49:21 124:6,9</p> <p>highlighted 88:4</p> <p>hired 19:1,3 20:12 38:5</p> <p>hit 52:1,23 53:8</p> <p>hitting 52:17</p> <p>hold 21:22 22:10 27:15,21 47:20 49:12 98:7 107:13 114:3</p>	<p>156:12</p> <p>honest 9:7 11:10 35:15,18 59:23 64:13</p> <p>honestly 108:17 117:15</p> <p>hope 13:1</p> <p>Hopewell 30:18</p> <p>hoping 28:21</p> <p>horizontal 104:24 105:9</p> <p>hour 114:7</p> <p>hourly 43:15 73:12 144:24</p> <p>hours 20:5,16 43:14 95:7 114:15 136:24 137:1,7,11</p> <p>house 86:7</p> <p>hundred 48:12 77:16</p> <p>hydro 107:9,24 109:1, 7,8 110:11,14,20,21 111:10,20,22 112:12 113:9</p> <p>hyperlink 129:13</p> <p>hypertechnical 17:9</p> <p>hypothesize 48:5</p> <p>hypothetical 78:3 155:9</p> <p>hypotheticals 158:20 159:10</p> <p>hydrcarbons 29:11</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>idea 40:18 44:16 45:1 49:8 127:14 141:10</p> <p>ideas 66:2</p> <p>identification 57:10 87:11 97:4 104:1 130:13 134:23 142:9</p> <p>identified 63:16 70:17 80:24 81:13</p> <p>identify 101:24 156:1</p> <p>identifying 39:15 63:21 74:24 76:24</p>
---	---	--	--	---

79:21 81:3 153:20 identities 8:24 IFC 60:13,18 62:1,3, 13 80:20 81:21 82:17 149:22,23 150:2 IFCS 62:7 81:13 imagine 134:8 immediately 150:20 important 49:13 95:13 importantly 50:21 impression 106:2 Improper 155:9 improvement 30:5 inaccuracy 146:1 inaccurate 147:7 inbox 97:22 inch 104:24 incident 136:6,10,11, 14,17 include 31:22 60:3 included 30:20 61:3 66:22 74:20 80:22 82:1 98:18 148:24 149:12 includes 108:22 132:12 including 80:6 88:8 incorrect 125:3 increase 28:22 71:15 74:16 81:21,22 increased 75:4 76:18 80:15 81:15 incurred 112:13 146:1,15 indicating 139:13 individual 25:2 54:20 109:18 135:10 159:17 160:2,19 industrial 14:1,8,12, 20 15:9,24 16:6,20 123:10 industrial-type 19:5	industry 16:10,11,12 19:6 inefficiencies 93:4 infield 91:16 influence 11:2 information 10:19 19:18 26:12 37:6 41:20 43:6,7,10 45:2, 7 47:23 65:6 73:24 74:5 77:7 78:8 82:3 90:5 100:17 116:14, 15 118:17 133:24 134:3 137:20 139:24 151:22 153:1 154:9 initial 42:22 49:6,18 58:8 61:4 64:10 117:1,8 123:17 143:7 initially 68:20 78:21 initiated 149:10 initiation 45:23 injury 10:4 input 28:15 43:1 inquiries 128:24 inquiry 7:12 142:1 insight 127:13 insignificant 122:17 insist 114:23 install 112:24 installation 125:14 126:1 installed 18:3 33:17 107:17 110:17 111:6 installing 33:16 instance 23:13 43:6 47:15 71:14 82:5 85:4 122:15,19 135:10 146:13 159:22 instances 121:17 122:4,9 125:1,9 147:20 159:21 instructed 33:7 54:14 instrument 108:23 instrumentation 109:4	intact 153:20 intend 103:7 113:9 intended 67:23 107:21 112:8 138:15, 19 intensive 23:9 intent 83:3,7 intention 10:13 intentional 27:23 interacting 38:17 interaction 26:22 42:21 65:6 interface 62:21 interject 6:23 27:21 interjected 35:17 internal 151:11,17 152:20 internally 6:15 interpretations 59:12 interrupt 46:14 141:12 interrupting 57:22 interruption 105:21 109:12 interruptions 94:15 introduce 5:14 invitation 50:7,9 57:9,18 invoice 100:15,23 101:6 invoiced 72:4 85:1,4 100:24 invoices 72:1 85:10, 14 154:7,10 invoicing 79:13 116:18 involve 150:22,23,24 involved 14:11 17:4 22:13 30:23 37:11 39:15 46:9 60:23 67:22,23 109:4 112:13 120:24 123:2 125:18 134:8,13	137:15 147:21 160:3 involvement 19:10 67:14 69:17 involves 17:4 21:13 isometric 64:7 83:22 isos 68:9,10 69:21,23 70:18 83:14,22 issue 9:15 27:4 28:13 61:2,6 95:12 120:12 125:15 126:9 131:7 155:17 issued 45:14 60:19 61:19 80:19 113:17 issues 11:13 34:9 65:16 88:5 91:24 92:2 116:17 144:2 157:9, 14 item 70:18 71:3 72:3 107:7,9 108:6 122:17 159:20 itemizing 105:3 items 45:10 73:18,21 76:24 77:2 79:24 80:22,23 81:2,12,13 100:1 101:13,18,24 104:9 106:6 108:24 109:19 127:18 129:3 133:19,20 138:10	125:9,16 147:12 149:3 jobs 21:4 31:12 joining 8:10 July 32:14,20 33:13, 21 84:3,13 117:5,10 155:4 June 117:3 150:1
<hr/> K <hr/>				
keeping 69:24 101:15 103:14,18				
Kevin 5:2 6:4,21 12:10,12 36:5,18 42:13 50:12 52:4 53:17 54:12,24 57:2 62:6,18 69:20 76:15 85:24 86:17,24 87:1,5 92:22 95:6 97:6,10 102:18,20,23 124:22 130:1 141:21 144:22 157:12 161:7				
Kevin's 86:6				
key 16:15 52:18				
keyboard 52:18				
kind 8:24 16:22 17:20 44:16 45:12 46:18 48:18 58:4 65:19 66:4,5 90:23 145:14 150:24 151:6				
Kish 126:17				
knew 19:2 37:10 73:11,13 85:9 148:24				
knowing 22:8 112:11,13,19,20,22 119:22				
knowledge 11:17 12:13,15 18:23 19:4 38:7 41:16 48:5,7 76:9 93:7 117:22 123:13,14 124:7 131:15 137:21 149:12 154:11 159:2,5,8				
Koscho 33:9 40:7 142:14				

<p>L</p> <p>labeled 54:5</p> <p>labor 23:9 59:5,8 66:12 72:19 114:7</p> <p>laborer 16:23</p> <p>lack 69:16 90:4,5 91:21 92:7 119:9 120:11 128:4 139:23 146:16 147:7</p> <p>lacking 115:1</p> <p>laid 64:10</p> <p>lamb 23:11</p> <p>language 75:16</p> <p>large 22:16 91:23 110:15 145:1,3</p> <p>Larkin 118:15 152:13 153:8 154:4</p> <p>late 24:1 117:21</p> <p>lawsuit 23:15,24 25:14</p> <p>lawyers 61:15</p> <p>lay 47:20,22 83:16</p> <p>layers 16:24</p> <p>laying 147:24</p> <p>layperson 33:11</p> <p>lays 131:22</p> <p>lead 39:1 149:14 151:2</p> <p>leading 18:6</p> <p>learn 118:6</p> <p>leave 15:4 52:1</p> <p>leaving 34:17</p> <p>led 45:20 69:17</p> <p>Lee 6:21</p> <p>left 15:3 20:3 32:17 33:13 34:12,20 35:14 84:2,7,10,13,14 96:14 97:22 102:3 118:19 119:19 120:2 121:5,9 127:6,17,24 128:6,10 140:2,8,22 142:19 145:4,5,23 155:4,6</p>	<p>legal 5:10 7:8 94:2 133:8 136:20 146:4</p> <p>legs 36:9</p> <p>lengthy 22:17</p> <p>letter 130:21 131:6 133:19 135:17</p> <p>letterhead 81:7</p> <p>letting 54:8</p> <p>level 116:1 151:22</p> <p>license 6:20</p> <p>lieu 67:4</p> <p>likes 91:9</p> <p>likewise 12:8 160:10</p> <p>limitations 42:8</p> <p>limited 7:1,12 38:12 43:1</p> <p>lines 29:17 108:22</p> <p>liquid 29:10 109:2</p> <p>list 21:23 22:1 37:19 55:20 63:7</p> <p>listed 133:18</p> <p>lists 63:5</p> <p>lived 17:18</p> <p>locate 102:7 129:21</p> <p>location 17:14,16,19, 23 65:22 110:17 111:1,4 113:4 128:3 138:12 145:4</p> <p>lock 54:9</p> <p>log 101:15,20,21,23 120:19 158:8,10,11, 13,17</p> <p>long 8:18 9:2 13:15 14:3 21:23 37:5 142:16</p> <p>longer 85:23 114:15 117:7 119:20 160:24</p> <p>looked 23:20 24:11 37:3 71:10 91:13,14</p> <p>loop 148:11 153:13</p> <p>lost 137:11</p> <p>lot 8:4 11:13 48:9 116:4 125:6 130:24</p>	<p>149:11</p> <p>low 124:5</p> <p>lower 49:21 64:19 124:10,11</p> <p>lowered 64:20,24 159:3</p> <p>LP 5:4,23</p> <p>LS 108:9,10,17</p> <p>lump 59:18,21,24</p> <p>lunch 85:24 86:4,10</p> <p>M</p> <p>machine 145:1</p> <p>made 41:1 42:9 63:20 65:3 68:17 80:21 91:16 110:21 113:16 140:15 152:7</p> <p>main 65:11 75:16</p> <p>maintain 23:22 35:1</p> <p>maintaining 9:1</p> <p>Majorsville 10:9 30:19,22</p> <p>make 12:5 29:6,20 42:23 51:7,9 53:20 61:14 66:21 68:8 75:11 76:3 78:10 86:9 88:14 90:7 97:17 105:18,23 107:19 113:2 121:19 129:7 136:24 137:11 155:20 160:6</p> <p>makes 72:19</p> <p>making 36:23 48:10 94:10</p> <p>man 114:7 136:24 137:1,7</p> <p>manage 38:15</p> <p>managed 19:14</p> <p>management 9:1 11:21 20:24 21:1 31:22 74:11 101:18 106:2 152:1,18 153:4 154:6 155:18</p> <p>manager 31:16 87:22 100:10 114:5,11</p>	<p>115:23 128:2</p> <p>managing 19:6 45:11</p> <p>manner 138:14</p> <p>manpower 45:12 73:1,6 114:24 115:2,5 128:19</p> <p>manufacturer 108:2</p> <p>marathon 12:24</p> <p>March 20:9,10 97:3 99:7</p> <p>mark 57:4,6 87:3 134:19</p> <p>marked 57:9 87:11 97:3 103:6,24 130:12 134:22 135:6 142:9</p> <p>market 42:17</p> <p>marking 103:10,14</p> <p>markup 59:5,8,15,16 73:14</p> <p>Master 59:16</p> <p>material 59:14 71:19 76:5 90:4 100:21 125:9 132:13</p> <p>materially 121:11 124:6</p> <p>materials 19:17 31:14 34:15 59:6,9 66:12 71:10 72:16 73:13,14 75:2 82:7 84:6,16 89:16 90:14, 23 138:11 150:19 157:17,21</p> <p>matter 5:3 9:14,16 43:11 77:18 131:3 142:21 156:6</p> <p>maximize 51:8</p> <p>maximum 78:10</p> <p>Maymont 31:1</p> <p>Mccamey 5:22</p> <p>Mcquay 30:24</p> <p>means 59:10,12 60:1 71:22 83:17 108:9,20, 24</p> <p>meant 103:4</p> <p>measure 69:12</p>	<p>measured 69:23</p> <p>measurement 69:15 70:5,6 147:5,14</p> <p>measurements 67:19</p> <p>measuring 67:18 68:7 70:1</p> <p>mechanical 14:13 88:19,20</p> <p>mechanics 109:15</p> <p>media 36:17 57:1 86:16 124:21 141:20</p> <p>medical 11:3</p> <p>medications 11:3</p> <p>meet 50:2 90:8 114:20</p> <p>meeting 26:11 65:8 74:9 101:19 127:8 143:1</p> <p>meetings 37:13 95:16 119:15 148:18 149:1</p> <p>men 114:16</p> <p>mention 150:10</p> <p>mentioned 58:2 69:12 115:8 118:1 144:1</p> <p>menu 52:14</p> <p>message 26:11 35:4</p> <p>met 6:10 38:18 65:13, 14,19</p> <p>Metzger 43:21,24</p> <p>mic 63:3</p> <p>Michaels 5:21 6:22 22:21 25:10 42:12 50:12 51:11,19 52:4 53:15,20,24 54:4,12, 16,22 55:13,22 56:4, 8,12,16 58:1 61:9 62:5 69:1,18 76:7,12 77:19 78:1 85:22 86:6,24 89:18,21 92:9,21 94:1 95:5 97:6,15,21 98:2,9,13, 21,24 102:15,17,22 103:10 109:9,17 112:6 114:9 120:4,16</p>
--	--	--	--	--

121:13 124:15 126:2, 20 127:15 130:1,6 132:20 133:7,11,22 135:8 136:19 137:3 138:3 139:1,8 144:21 146:3 148:1,20 151:13 153:15 154:12,14 155:8 156:8 157:6,11 161:3 mid-july 96:14 127:6 middle 58:11 132:10 Midstream 5:4,23 million 49:16 71:21 78:21,24 79:4,22 80:8,13 81:17,18 85:6 118:21 119:4 123:18 131:23 138:22 139:21 155:5,6 159:1 mind 23:4 77:4 79:5 81:8 122:12 136:1 mine 20:18 minimize 52:3,5,7,9 53:7,9,22 minimum 65:20 mining 16:10 minute 13:11 36:6 53:17 55:23 56:17,19 102:19 minutes 6:12 36:10 85:21 86:4 124:14 Misrepresents 61:10 misstatement 31:18 32:2 mistake 146:16 mix 31:3,5 mixed 49:22,23 mobilized 118:8 model 37:21 41:9,10, 14,15,18,21 42:22 58:17,18 61:4,17 64:6,11 70:17 106:5 131:5 141:7,8 modeled 141:3,6 modeling 141:9 modifications 19:11 modified 153:14,17	modify 78:9 90:6 money 7:20 20:5,16 75:3 106:17 monitor 76:2 monitored 84:23 monitoring 75:1,2 month 65:18 months 127:12 140:16,20 morning 95:16 Morris 6:16 17:3,14, 15,23 18:24 20:2 23:23 25:11 26:15 27:2 28:10,11,21 29:18 30:5,13 31:15, 24 32:4,15,17,22 33:4,12,20 34:12,17 35:2,13 36:21 37:7,23 39:17 50:10 66:13 69:4 75:22 127:18 130:22 144:11 157:16 motor 125:14,24 move 13:6 16:23 52:13 70:2 92:17 135:14 moved 68:22 91:13 moving 99:1 109:24 138:10 muddy 7:19 multiple 45:13 75:7 129:19 mute 13:10 103:9 muted 151:9 <hr/> N <hr/> named 31:2 names 8:24 narrowed 40:21 natural 157:3 nature 11:14 43:22 82:11 90:9 128:13 159:7,20 navigated 157:13 necessarily 100:22	110:17 160:7 needed 34:8,9 45:10 48:19 65:17 66:3 68:14 70:21 71:7 74:5 80:21 83:22 105:12 114:16 122:22 145:10 147:6,11 148:14 149:9,16 151:6 newer 13:17 night 95:8 nitty-gritty 7:19 nobody's 140:7 noon 85:23 normal 94:20 notes 103:18 notice 6:6 notify 101:12 November 50:1 68:21 number 5:5 22:11,17 48:14,16 49:7,9 67:6 70:24 71:1,12 80:11 81:18 101:16 103:7, 13 118:22 120:20 122:3 124:5 132:12, 19 133:2,4,17,20 134:15 154:1 155:7 158:22 159:3 numbering 71:2 numbers 152:8 153:7 <hr/> O <hr/> oath 10:24 12:9 object 10:21 76:13 92:21 109:10 112:6 114:9 120:4 135:9 139:1 objected 78:2 Objecting 144:21 objection 5:16,20,23 42:12 61:9 62:5 69:18,19 76:7,12 77:19 78:2 89:18 92:9 94:1,3 95:5 110:4 120:16 121:13 126:2, 4,20 127:15 132:20	133:7,22 136:19 137:3 138:3 146:3 148:1,2,20 151:13 153:15 154:12 155:8 156:8 objections 139:12 obligation 69:11 obligations 70:5 obtained 92:7 occasion 146:10 occasionally 44:2 occasions 75:7 115:20 occurred 82:20 96:13 occurs 28:7 October 37:4 45:20 50:8 58:9 131:5 142:8,15 off-site 109:8 110:13, 16,22 111:12,20,24 113:9 offering 48:3 office 24:7 65:22 82:7 128:2 152:23,24 oil 14:18,22 16:15,18 19:5 123:10 on-site 32:1,4 111:17 112:4,21 116:21,24 125:3 145:20 one-page 87:5 ongoing 118:12 148:19 online 47:5 open 51:20,24 52:8, 20 54:5,8,11,21 55:4 87:6 96:22 129:20 142:4 opened 52:22 operate 30:6 75:22 107:19 operating 94:21 111:1 138:14 operational 138:18 operationally 49:15	operations 21:10 opinion 42:14 opportunity 60:15 61:21 62:2 opposed 42:10 52:19 115:21 option 53:4 111:7 options 52:23 Orbital 37:24 38:7,17, 21 39:8 41:16 42:22 43:5,18 44:24 45:3, 14,16 66:22 67:11 68:4,15 69:16 82:24 83:4,8,11 87:10,18,23 88:10 89:12,16 90:7 117:11,21 121:18,19 144:3,9,11 146:2,16 147:8,23 148:12,13 149:16 Orbital's 38:3 82:21 148:7 order 45:17 64:3 72:7,15 80:10,12 81:5,7,14,17 105:19, 20 113:17,20,24 115:12 116:11 121:19 128:14 150:19 151:1 153:21 158:2,11 ordered 125:2 150:23 orders 7:23 45:13 72:11 80:14 106:12, 19 119:17 128:4 144:9 original 18:1,3 19:21 63:22 80:23 84:6,17 85:5,15 91:17 93:20, 23 99:22 104:9 105:4 122:23 131:22 140:10 145:17 156:2,6 originally 112:8 120:6 originated 148:12 ortho 64:8 orthos 70:18 OSHA 21:17 outage 44:12 66:6,7 136:6 outcome 48:6
--	---	---	--	--

outline 7:24	73:20 81:24 93:11	personal 10:4 159:8	12 67:21 78:21 84:20	prevalent 16:16
outset 67:23	95:15 104:8 109:2	personally 6:10	85:7 88:14 89:8 109:6	121:22
outstanding 65:16	111:13 113:22 128:23	personnel 82:6	121:3 138:7 139:9,13	previous 110:18
overlapping 112:16	133:9 137:15 139:2	persons 137:10	152:7 154:2,8	price 49:6 64:10,19,
oversaw 19:14	140:22 147:12 148:15	pertinent 8:7	points 66:6	20,24 78:9 79:5,19
oversee 62:20	151:5	phase 18:10,15,16	poor 6:11	93:20,24 94:5,7
overseeing 88:15	parties 7:7,15	88:7,23 144:3	poorly 160:14	105:19 106:16,18
overseen 30:10	party 7:13	phases 14:16 18:16	popular 16:16	118:23 123:17 124:12
overuse 144:19	pass 153:2	30:22 88:24 89:4	portion 52:14 88:11,	157:18,21 159:1,3
overview 45:23	passed 147:15	117:21	16 126:12 149:18	prices 73:15 108:16
owed 7:21	passes 107:15	phone 26:11 28:6	position 120:9	pricing 58:23 59:20
	past 39:14	phonetic 126:17	posses 24:4	60:15 61:21 62:1
	pattern 7:14	128:2	possibly 18:17 77:2	130:12 161:1
	Paul 129:23	photo 134:16 135:6,7,	post 35:21	primarily 16:18 145:2
P	pauses 28:4	24	potential 43:4 45:22	primary 18:5,13
p.m. 86:18 124:17,23	pay 43:14 95:14	photograph 134:22	128:24	prior 16:6 17:23 83:5
141:16,22 161:8	payment 80:1	135:2	potentially 133:8	131:19
PA 8:17 15:12	Pennsylvania 8:12	pick 134:9	136:20 159:12	problem 51:21 53:12
package 131:7	93:10	picture 135:22	power 16:12,13	54:17,22 141:13
packages 40:21	people 11:15 12:11	piece 147:13	114:23	problems 122:7
packet 142:3	38:14,16 39:3 47:2	pile 91:7	Powerpoint 45:21	procedure 94:21
packets 37:6	48:1 63:5 131:6	pipe 14:10 83:18	practical 110:24	proceeded 44:18
pad 18:6 29:12 31:24	134:15	112:24 125:10 151:4	practice 102:4	proceedings 36:15
32:2	percent 33:18 41:10,	pipng 18:10 44:8	practices 7:15	56:23 86:14 124:19
pages 99:3 102:8	11,13,18,21,23 42:9,	90:8 107:11,23 108:1	precise 22:10	141:18
129:20	23 45:7 48:4,12,15,20	125:2 150:23	precisely 20:8 62:17	process 29:14 37:18
paid 78:18,23 79:3	58:18 59:1 61:3,4,17	place 5:8 158:5	137:8	44:19 45:19 46:8
80:7 85:2 119:16	77:16 80:19 131:5,7,	places 67:4	preparation 23:15	70:3,10,12 74:3
147:2 154:19	8,9,18 132:11 133:1	plan 28:20 60:16	25:7,18	75:14,19 79:13 80:16
panel 52:23	percentage 72:2,12	61:21 88:7 95:2	prepare 22:22	82:16,17 127:8 138:8
paper 24:6	84:22	plant 30:20,24	present 100:1	139:3 153:20,23
papers 24:8	perfect 46:21 51:10	plants 16:13 48:8	presented 7:24 48:11	158:2,4
paperwork 108:4	perform 149:3	play 106:7	70:11 150:3,4	processed 140:19
paragraph 58:22	performance 148:7	played 117:17	pressure 107:18	procured 145:19
61:8 66:11 132:10	performed 57:24	pleading 135:3	107:20	produce 41:4
144:16	127:18 159:19	plenty 90:2	pressurize 107:12	produced 23:14
paragraphs 131:21	period 116:7	PNID 64:7	pretend 27:14	producing 43:5,8
132:1 143:9	permit 91:24	PNIDS 70:17	pretty 14:9,15 24:16	product 30:3 138:17
Park 8:17	permits 91:22 92:7	PO 71:5,8,15,16 80:15	30:2 48:21 61:15	production 29:17,21
part 7:12,20 11:23,24	permitting 91:21	81:15,20,22 82:1	119:18 121:1 129:14	82:22 148:8
28:18 38:22 39:24	person 10:1 23:9	point 13:5 20:24 32:8,	139:11	professional 112:14,
42:24 45:2,15,18,21	27:15 47:20,22 63:17	10 49:17 64:14 65:11,		22 132:7
48:10 49:13 50:18	74:14 113:11 134:6,			professionals 67:11
61:3 63:7,24 68:4	11 148:24 151:23			69:8
	157:2			progress 74:8 151:12

prohibited 42:9	13 41:19 45:20 77:6 91:23 123:3 125:6 151:24 155:2,14	Putnam's 116:12	155:5	recognize 57:15
prohibiting 11:9		putting 22:1 51:21	ranks 16:23	recollect 26:2 143:12 146:22
project 6:15,16 7:16 9:19 10:4,6,7 16:24 17:3 18:2,11,24 19:22 21:4,5 22:20 23:23 24:5 25:12 26:2,15 28:13,20 31:15 32:11, 15,18,22,24 33:5,12, 15,18,20,21 34:8,12, 18,21 35:1,2,13,14,21 36:23 37:16,23 38:1, 11,13,19 39:2,11,22 40:10 41:2 44:21,24 45:4,14,24 46:10 47:3,10,17 49:1,14,17 60:10,16,23 61:22 62:19 63:13 64:11 65:10 66:17,19 67:12, 15,22,24 68:1,4,15, 16,19,21 69:9,15 70:7,11 72:8 74:6 75:4,8,17,20,23 76:4, 8,19 77:15 78:11,20 80:5,12 82:5,13,23 83:1,10 84:2,11,14, 16,17 85:7 87:10,18, 22 89:1,3,15 90:7,14, 17 91:1,19,20 92:6,17 93:1,3,8,11,13 94:10 95:2,23 96:5,13,18 100:10 101:10 104:10,16 105:11,14 109:7 110:12 111:20 113:2,18 114:5,8,11 115:23 117:1,7 118:2, 17,19 119:1,11,23 120:3,12 121:6,18,20, 23 122:4,7 123:3,12, 16,18,23 126:1,10,19 127:6,9,11,20 128:1, 7,20,23 129:1 131:17 137:2,17,23 138:2,18, 22,24 139:20 140:17 141:3 142:19 143:18, 19,23 144:10,20 145:8,9 146:10,14 147:6,21 148:8,19,24 149:15 150:10 151:12,18 152:3,5 155:21 156:1 157:16 160:24	prompted 134:1		rate 144:24 145:20	recollection 49:11 50:2 82:23 125:15
proper 6:18	proposal 47:4,6 48:17,23		raw 30:3	recommendation 27:7,8
proposals 47:12,18	proposed 63:12,16 68:19 121:4 140:8	Q	reach 73:18	reconvene 36:9
protocol 70:15	provided 23:13,18,21 34:16 41:20 45:22 46:10 60:5,9 61:18 62:1,13 82:24 90:7 100:13 101:24 108:14 118:11,15,16,17 150:1 151:22 160:12, 18	qual 111:14	read 35:21,24 36:1 47:6 50:24 51:22 55:6 87:7,8 110:10 131:24 132:1 133:18 142:16, 17 161:11	record 5:3,13 11:11 29:7 36:13,19 56:14, 15,19,21 57:3,14 86:12,18 110:4 124:17,23 141:13,16, 22 156:14,16,19 161:8
provide 35:12 39:16 48:1 61:7 66:12 83:4 155:20	providing 45:2 74:3	qualified 111:14 159:11	readable 50:21,23	recorded 5:2
pulled 133:2	purchase 99:19 100:21 101:3	qualify 137:12	reading 75:21 131:10	records 23:22 49:24
purchased 151:2	purpose 30:12 34:23 58:12 95:4 109:20	quality 62:20	ready 55:9	redesign 125:11
purposes 7:11 30:1 42:1 101:17 110:1	pursuant 6:5 117:2 138:15	quantified 84:10	real 99:3	redirect 157:9
pushback 122:16	pushed 68:24 69:6	quantities 60:16	realized 149:8	reduced 93:23 94:6,8 118:24 132:16 145:19
put 43:14 46:5 47:5 77:2 86:23 91:11 99:1 107:16 110:3 113:19 129:19 134:16 142:3 152:17	Putman 26:17 63:14 70:20 81:2 114:19 115:24	quantity 104:21 108:13	Realtime 36:4	reducing 67:3
Putnam 63:16 65:7 73:17 79:15 115:8,21 122:9		quarter 36:24 37:12	reason 43:4 75:3 94:7 95:12 117:13,16 119:5,7 136:9 138:21 139:22 140:17	refer 6:15 88:23
		question 10:16 11:23,24 12:5,19,21 27:20 28:8 39:19 42:7 44:22 61:11,12 76:16 82:9 87:20 110:7 115:14 133:13,14 137:9 139:16 143:11 144:4 145:17 151:8, 15 155:23 156:9	reasonable 76:3	reference 19:19 26:19 61:18 63:20 131:7
		questioning 126:5	reasoning 43:23 65:2 93:19	referenced 58:3
		questions 7:24 10:13 11:6,18 26:1 47:11 129:5 131:2 156:23 161:4	reasons 54:10 95:14 113:1	referred 31:15 58:17 61:8 152:20 158:13
		quick 85:20 99:3 142:16	reassigned 119:23	referring 104:6 153:7
		quickly 139:12	recall 23:2 34:19 38:1 47:15 67:7,13 69:6,7, 10 70:8 72:14 87:19 88:12,21 89:9 90:6 91:20 92:1,4 94:12, 14,22 96:21 108:17 110:7 114:2 115:4 117:18 118:3 121:20 125:1,5,8 128:15,17, 21 131:1 142:24 143:1 147:3,20 153:6	refers 82:5,10 88:23 144:5
		quote 82:8,12 120:18	received 35:20 40:21 41:8 49:3 50:1 58:16 131:16 149:7	refine 30:1
		R	receiving 117:11 149:16	reflect 49:24 72:1
		race 51:1	recently 9:5 91:24	regard 145:18
		rack 111:6,16,18	recess 36:14 56:22 86:13 124:18 141:17	regular 21:9 52:19 72:12
		radio 27:15	recite 21:24	relate 25:14,21 88:6
		raise 13:5 155:17 157:8		related 9:19,21,23 71:14 85:15 94:15 125:14 137:8
		ran 127:12		relates 104:15 110:19 137:9
		Rang 126:17		relating 6:14 7:6
		range 22:18 64:16		

23:23 43:10 94:23 relation 9:14 24:16 49:21 146:21 relationship 25:3 relayed 118:7 released 37:6 releasing 82:22 remaining 35:13 remember 9:18,20, 21 20:6,14 26:8 32:13,16,19 35:15,18 39:13 40:12 46:1,4 49:5,7,9 60:11 64:13, 21 82:16,19 84:24 85:16 89:13 90:3 94:7 115:7 122:8,16,19 123:15 125:7,12 129:3,4,13 146:13 remembered 26:1 remind 103:6 remote 5:20 remotely 5:8,17,24 remove 93:19 96:1 removed 64:18 132:18 133:17 159:7 removing 93:23 138:12 repeat 34:4 61:12 76:16 77:24 84:8 133:14 134:12 139:17 151:15 160:13 rephrase 118:13 144:4 159:15 replaced 34:11 replay 23:3 reply 27:5 Report 87:10,18 97:2 99:7,10,16,24 reporter 5:11 6:2 27:9,17 38:23 57:7 87:4 103:5,8,13 141:12 reporter's 27:12 reports 87:22 107:2 represent 5:15 6:13	representation 64:15 representative 65:7 representing 5:22 represents 105:3 request 27:6 65:3 128:18 146:18 requested 64:24 requesting 58:23 requests 19:19 115:11 require 10:16 required 60:3 researching 23:5 reserve 7:17 resided 8:19 residence 8:13 resolution 73:21 resources 8:22 9:3 114:7 respect 23:11 24:5 36:21 115:11 respond 36:2 response 135:3 144:13 responses 41:2 128:22 responsibilities 15:2 21:7,9 35:2 66:16 responsible 68:7 74:14 77:13 rest 75:10 restate 39:19 110:8 result 29:22 74:15 resulted 45:17 resume 15:1 review 25:7 40:24 41:4 47:12 51:21 87:16 146:7 reviewed 23:6,12 57:14 58:12 121:4	reviewing 37:21 48:23 revised 58:9,13 130:12 revises 58:10 revision 58:14 134:1 RFP 128:22 Ridge 32:24 33:1,5,21 34:21 35:14 143:23 144:6 rings 143:14 risk 144:6 road 18:6 150:16 Robert 99:18 Robin 24:12 86:9 role 31:18 34:14 37:15 38:3 62:17,19 67:17,18 114:13 117:6 149:2 room 27:17 111:17 112:21 root 117:15,16 Rowan 99:18 rudely 27:21 rule 10:22 rules 22:5 Ryan 40:7 142:13 <hr/> S <hr/> Sabrena 128:1 sacrificial 23:11 safe 111:8 safety 21:18 94:14, 15,23 95:15,16 107:20 saith 161:13 sale 29:20 save 91:6 saved 91:3 savings 106:12,14 scenarios 159:11	schedule 45:8,11 59:1 60:7,12 68:20 69:4 71:24 72:2 85:18 88:7 103:4,24 104:5, 13 112:20 132:14 scheduling 116:20 scheduling's 62:22 scheme 122:18 school 15:13,19 scope 62:23 63:12,22 64:3,4 66:11 70:11, 19,23 71:11,15,19,21, 22 73:19,20 77:1,8, 10,11,15 78:7 79:10, 11 81:3 82:4 84:6,17 85:5,15 90:12,13 91:18 99:22 104:15 105:5 106:7,16,18,24 109:11 110:19 112:7 115:12 118:24 120:5 122:10,23 126:2 127:19 135:9,12 137:10 138:4 140:10, 16,19,21 144:2,6,22 148:2,21 149:8 151:14 156:2,7 158:1 159:12 160:21 scope/out 140:16 screen 50:19 51:22 52:8,9,12,14,16,20,21 53:4,7,12,16 86:23 87:7 93:16 99:2,9 102:9,24 103:2 104:5 129:19 134:17 142:3 scroll 51:22 63:4 98:11 99:2,11 100:6 107:6 143:2 scrolling 130:7 seconds 63:20 secure 42:15 security 54:10 select 62:12 selected 37:19 61:24 62:3 selection 37:18 62:8 sell 29:23 30:2 send 54:12,19 102:20 sense 12:6 29:16	sentence 59:2,4,18 60:13 106:13 separate 29:19 separation 30:21 sequence 97:9 service 28:24 59:16 services 155:20 set 44:3 57:5 59:1 60:16 77:9,11 78:17 set all 18:9 sets 61:22 setting 112:17 seven-plus 140:16 shape 90:4 share 47:5 52:12 53:4 99:2 sharing 52:20 53:16 she'll 91:11 shift 65:21 114:16 shoot 97:16 shop 67:20 74:8 83:14,19 90:1 145:7 147:16 short 142:5 shot 55:15 show 86:10 115:1 150:19 157:2 showing 154:7 shown 41:14 48:20 shrink 52:18 Shumaker 142:15 shut 93:5 shutdown 96:11 sic 63:17 65:7 73:17 79:15 115:9,21 116:13 122:9 side 22:14 26:7 38:17 40:11 sign 81:4 100:14 128:5,11 154:20,23 signed 82:1 100:7,18 107:3 119:13,14,16
---	---	--	---	--

128:9,11 154:17 158:16 signing 101:2 153:22 similar 38:8 123:9 155:2 simple 61:16 simpler 61:14 simply 73:5 simultaneously 72:12 sir 33:6 43:12 95:24 113:5,7 128:17 sit 20:22 21:24 41:3 site 18:2 29:12 44:1,7 47:5 65:13 66:1 82:13 94:10,13 95:3 111:23 116:3,5 127:18 136:12 sitting 11:15 situation 146:7 size 38:13 52:19 skill 11:17 slips 132:14 slowed 92:14 slower 83:19 slowing 90:3 slug 104:24 105:9 small 51:3 80:11 110:16 122:13,21 smaller 145:12 smoke 136:7 soil 138:10 solicited 37:4,6,15 39:16 40:1,10 soliciting 47:23 132:16 solutions 5:5 66:21 sooner 42:20 sort 23:10 47:24 56:14 60:24 sound 49:17 sounds 16:2 21:14	51:16 91:16 southwestern 93:10 SOV 60:4,6 103:4 space 111:3 112:4,11 span 13:18 speak 39:18 45:1,23 88:1 101:21 141:7 147:15 154:20 SPEAKER 49:10 speaking 131:12 specialist 5:11 specialists 14:22 specialize 14:18 specializing 123:10 specific 10:3,6 21:4 39:13 70:12 122:8 125:7,9 159:19 specifically 40:12 92:4 115:7 125:5,10 129:4 131:1 143:15 158:20 specificity 32:17 specifics 127:4 speculation 76:14 92:10 94:3 121:14 126:21 127:16 132:21 133:8 136:20 146:4 153:16 154:15 155:9 speed 35:5,22 spent 71:20 77:18 106:18 spoils 138:11 spot 147:19 spreadsheet 102:18 152:17,20 153:3 stage 33:10,11 121:8 128:23 stages 35:13 82:22 stand 60:6 stand-down 94:23 95:11 stand-downs 94:14 standard 41:19	standing 126:4 standpoint 126:18 start 20:7,9 started 6:17 20:11 62:18 98:8 123:16 150:21 startup 96:13 state 6:18 statement 61:20 66:11 160:6 states 57:19 station 10:10 17:5 28:16 29:18 30:5 36:22 50:10 66:14 112:14 157:17 stations 112:11 status 87:10,18 155:12 stay 56:15 153:20 steel 16:10 steps 46:24 sticks 122:12 stop 53:8,16 58:2 121:2 stoppage 136:11,16 stopped 92:14 121:2 stopping 90:3 storage 82:7 straight 145:8 stream 28:4 29:10,15 strength 107:13 stretch 36:9 strictly 21:11 42:14 string 35:9 45:15 142:18 Stroud 5:12 structural 18:9 structure 59:4,8 112:18,23 study 90:19 stuff 30:22 142:22	stutters 28:4 subcontractors 73:2 subject 43:11 131:3 142:21 submit 116:14 152:1, 14,17 submitted 47:2 64:15 131:5 148:12 subsequent 58:9 substance 10:14 substation-type 16:13 succession 98:15 suggest 114:21 135:14 suggestion 51:7 suit 7:5 10:4 28:13 suitable 112:4 sum 59:19,21,24 superintendent 11:21 15:3 17:1 31:12 116:1 supervision 90:24 supervisor 125:20 supplement 70:5 supplemental 62:2 support 26:22 supports 104:20 supposed 75:22 surprise 150:12 Survey 104:20 swear 6:2 swearing 5:20 switch 114:4 sworn 5:17,24 6:6 system 30:18 47:16 71:2 109:3 120:20 125:3 <hr/> T <hr/> T&m 59:5,8,23 72:20	77:8,9 78:16 79:3,10, 11 106:18 109:22,23 139:21 160:24 table 37:8 69:4 taking 5:8 6:23 81:17 talk 7:21 8:5 17:10 27:16 29:8 43:3 92:24 116:19 talked 13:16 90:16 105:4 121:17 talking 18:18 27:12 132:11 135:10 139:5 150:9 talks 66:9 team 39:1,4 130:22 134:8,12 153:4 teams 39:24 tech 10:20 technical 11:14 12:6 13:4 21:16 34:1 68:14 technically 11:18 12:1 technological 157:14 technology 50:4 tedious 12:1 tee 67:3 TEK 123:6 ten 6:12 22:17 term 28:17 terminology 105:21 terms 29:5 83:17 127:20 test 107:15,18 tested 108:1 109:1,8 testified 6:7 89:22 132:22 testify 140:1 testifying 50:14 testimony 22:23 23:10 70:4 89:21 95:1 146:22 153:16 testing 107:10,24
---	--	--	--	---

<p>109:7 110:11,12,14, 20,22 111:11,20,22 112:12 113:3,10</p> <p>text 26:10 35:9 61:10</p> <p>thing 29:4 45:11,12 95:17 104:12 139:20 150:24 151:7</p> <p>things 7:23 8:5 12:11 16:15 24:21 26:1 64:6 65:17 66:4,7 74:24 75:21 80:17 82:11 90:1,9 91:2,5,7,9,14 112:18,19 116:11 117:17 122:18 130:24 132:18</p> <p>third-party 38:14 73:2</p> <p>thought 102:10 118:2 122:22 124:4 140:9</p> <p>thoughts 35:18 44:7</p> <p>threshold 74:18 79:22</p> <p>throughput 28:22</p> <p>ticket 101:2 153:21</p> <p>tickets 107:3 128:4</p> <p>tie 66:6</p> <p>tie-ins 44:8,11 132:14 147:22</p> <p>tier 28:24</p> <p>till 37:12</p> <p>tilt 46:15</p> <p>time 5:13 8:7 13:2,11 18:18 19:16 21:1 25:11 26:6 27:16 36:13,19 37:9 42:2,6, 16,18 43:4 44:13 54:21 56:21 57:3 59:14 67:1 70:13 71:18 72:18 75:2 76:5 81:22 83:5 84:5,16 85:8,16 86:12,18 87:15,16 89:15 94:11, 12,17 96:18 100:14 106:2 107:14 111:2 116:6,7,8 117:14 119:6,11,19 124:17, 23 126:1 136:24 137:11,23 141:16,22 144:20 146:15 147:16</p>	<p>149:14 150:20 151:2, 3 152:7 154:2 156:1, 3,23 157:13,17,20 160:18,23 161:8</p> <p>timeline 15:16 37:2</p> <p>timely 43:9</p> <p>times 9:10 13:9 19:15 28:3 29:3 65:14 67:1 68:18 107:12,16 114:1 116:23</p> <p>title 14:23 20:12,13, 15,23 21:3 31:19 115:22 120:18</p> <p>titled 108:11,12</p> <p>titles 21:2</p> <p>today 6:14 7:21 8:11 10:12,24 11:10,18 12:13,22 13:8 20:22, 23 22:5,23 25:19 130:23 156:24 157:4, 13</p> <p>today's 7:11 25:8</p> <p>Todd 142:14</p> <p>told 33:7 84:11 91:5 93:17 145:5</p> <p>tools 66:12 74:7 122:21,23</p> <p>top 52:13 57:19 108:12 122:20 135:24</p> <p>total 6:24 74:16,21 75:2 139:19</p> <p>totaled 85:10</p> <p>totals 84:6</p> <p>track 71:4,5,18,22 72:24 79:9 101:20 103:14 156:5</p> <p>tracked 78:15 79:12 153:8 154:1</p> <p>tracking 81:8,9 119:12,20 120:11 152:17</p> <p>train 39:18</p> <p>training 21:18,23</p> <p>transcript 29:4</p> <p>transferred 32:10,22 33:4,20 143:17</p>	<p>transition 127:8</p> <p>transmission 29:23</p> <p>true 12:15 140:5</p> <p>trust 37:2</p> <p>truth 12:9,10</p> <p>two-thirds 33:15</p> <p>type 9:15 10:5 17:13 19:6 21:13,18 25:6 26:11,22 30:21 31:22 38:6 45:10 47:16 70:24 95:16 105:9 116:10,15 127:8 147:23</p> <p>types 14:16</p> <p>typically 41:20 52:10</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>Uh-huh 101:1 104:23 126:13 143:21</p> <p>unavailable 94:10,13 95:4</p> <p>unclear 66:5</p> <p>uncommon 41:22</p> <p>understand 8:3,4 10:22,23 11:5,19,24 12:4,14,21 15:16 17:4 22:20 35:10 37:24 44:22 45:21 61:11,15 62:11 80:9 82:9 84:5 85:3 105:7,17 113:12 118:20 133:13 139:16 148:23 149:23</p> <p>understanding 25:19 28:9,12 61:23 63:15 66:15 74:14 75:20 76:2 78:6 120:10 158:15</p> <p>understood 8:9 11:1 12:17 74:17,22,23 77:1 127:20 154:18</p> <p>undertaken 47:1</p> <p>unfolded 45:6,8 68:2</p> <p>UNIDENTIFIED 49:10</p> <p>Unintelligible 98:20</p>	<p>unit 36:18 57:2 86:17 108:6 124:22 141:21 145:12</p> <p>units 33:16 84:3,12 108:12 121:9,10</p> <p>unrelated 138:1,7</p> <p>unusual 145:2</p> <p>unzip 54:19</p> <p>update 61:24</p> <p>updated 60:16 61:21</p> <p>upgrades 30:17,19, 24 31:1</p> <p>upper 106:2 152:1,18 154:6</p> <p>useable 29:20</p> <p>utility 18:4</p> <p>utilized 47:16 123:1</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>values 60:7 72:1 85:18 103:4,24 104:5, 14</p> <p>valve 150:11</p> <p>valves 150:24</p> <p>vendor 125:2</p> <p>verification 147:10</p> <p>verified 69:22 147:13</p> <p>verify 68:10</p> <p>versus 5:4 79:10</p> <p>video 5:2,11 6:11 11:15 52:23 53:8 95:10 156:24 157:1</p> <p>video-wise 8:11</p> <p>view 52:23</p> <p>visibility 10:21</p> <p>visit 44:1,6 116:3 128:1</p> <p>volume 122:3</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>wait 44:12 102:19</p>	<p>waiting 43:7 83:11 89:12,15 90:1</p> <p>waive 161:11</p> <p>walk 66:1</p> <p>wanted 44:17 51:23 76:17 111:6 113:18 134:7 145:8</p> <p>wanting 19:7</p> <p>warn 154:6</p> <p>Washington 8:12,17</p> <p>watching 28:5</p> <p>water 29:11 107:11</p> <p>weather 93:1,3,4,5,8, 10 132:13 160:7</p> <p>week 25:13,23 65:18 68:22 149:18</p> <p>weekly 65:8 74:8 101:19 119:15</p> <p>weeks 117:7</p> <p>weigh 79:24</p> <p>weighed 80:17</p> <p>welding 21:17</p> <p>weldolet 67:4</p> <p>wells 29:18</p> <p>whatnot 116:9,21</p> <p>wholesale 22:6</p> <p>wife 24:6,12 91:2 152:22</p> <p>wife's 54:13</p> <p>window 51:8 52:19</p> <p>winning 62:4</p> <p>winter 93:2</p> <p>wondered 24:15 134:10</p> <p>word 20:13,15 26:18 55:6 81:6 128:5</p> <p>worded 160:15</p> <p>words 20:21</p> <p>work 14:10,15 16:5, 13 18:4,8,9 19:6,8 20:4 21:11,13 24:18 38:6 40:2,19 41:18</p>
--	--	--	---	--

52:24 57:21,23 58:23
62:14,18,21,22 63:11
65:23 66:5,20 68:13,
14 70:23 71:16,21,22
72:5,13 74:20 75:1
76:3 77:8,14 78:22
79:2,9,10 80:16 81:19
83:5 84:7 87:21 88:6
90:2,8 92:6,12,13,14
94:18 95:7 97:2 99:7,
10,16,24 100:2,10,24
101:8,13,14,21,23
102:1 106:7,9,16,24
111:2,24 112:5,17
114:15 115:9,20
119:13,21 120:1,11,
19 121:4,20 126:14,
19 127:1,3 128:4,6,
10,12,14,19 133:6,20
136:11,16 137:20
138:12 140:8,18,23
144:13 145:11,24
146:17 147:6,17,23
149:10,15,18,20
154:10,18 155:6
156:2,7 158:13
159:12,19,22,23
160:8,20

worked 16:7,8,9,12
17:18 19:2 38:1 39:8,
14 65:9 121:23
155:15

working 102:24
115:8,20 152:22

works 38:11

world 10:20 11:21
80:10 90:12

wrapped 141:24

wrong 12:20

Y

year 15:15,19 26:17

years 8:20 9:13 13:19
14:5 15:23,24 16:17
22:4

years' 15:9

you-all 56:13

Z

zip 54:9

Zoom 5:8 26:11
27:11,18 51:9 52:19
53:11 78:2

EXHIBIT G

*Certificate of Service to
Defendant's First Set of Interrogatories, Requests for Production,
and Requests for Admission
June 26, 2020*

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

CNX MIDSTREAM DEVCO I, LP,

Plaintiff,

Civil Action No.: 2:20-CV-290

Judge Lisa Pupo Lenihan

v.

APPLIED CONSTRUCTION SOLUTIONS, INC.,

Defendant.

CERTIFICATE OF SERVICE

I, Evan S. Aldridge, counsel for Defendant, Applied Construction Solutions, Inc. do hereby certify that on this 26th day of June 2020, a true and correct copy of the foregoing “**Defendant’s First Set of Interrogatories, Requests for Production, and Requests for Admission**” was served upon the following counsel of record via email:

William D. Clifford, Esquire
Gregory C. Micahels, Esquire
DICKIE, MCCAMEY & CHILCOTE, P.C.
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402
Counsel for Plaintiff

By: /s/ Evan S. Aldridge, Esq.
Evan S. Aldridge, Esq. (*Admitted Pro Hac Vice*)
FLAHERTY SENSABAUGH BONASSO PLLC
200 Capitol Street
P.O. Box 3843
Charleston, WV 25338
T: (304) 345-0200
F: (304) 345-0260
ealdrige@flahertylegal.com

EXHIBIT H

CNX's Response to ACS's Discovery Requests

Served February 3, 2021 (no COS filed)

Requests for Admission deemed admitted due to the passage of time.

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA

CNX MIDSTREAM DEVCO I, LP,	:	CIVIL DIVISION
	:	
Plaintiff,	:	Docket No.: 2:20-CV-00290-AJS
	:	
v.	:	
	:	
APPLIED CONSTRUCTION SOLUTIONS,	:	
INC.,	:	
	:	
Defendant.	:	

**ANSWERS AND RESPONSES TO DEFENDANT’S FIRST SET OF INTERROGATORIES,
REQUESTS FOR PRODUCTION OF DOCUMENTS, AND REQUESTS FOR ADMISSION**

NOW COMES the Plaintiff, CNX Midstream DEVCO I, LP (“CNX”), by and through its attorneys, Dickie, McCamey & Chilcote, P.C. and serves the following Answers and Responses to Defendant’s First Set of Interrogatories, Requests for Production of Documents, and Requests for Admission:

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1. Please state the name and Company Title for each individual assisting with responses to these Discovery Requests.

ANSWER: **The Answers to Interrogatories of CNX are answered by representatives of CNX with the assistance of counsel.**

INTERROGATORY NO. 2. Please state the name and Company Title of each person involved in submitting CNX’s request for proposal, analyzing the submitted proposals/bids, and awarding the Project to ACS.

ANSWER: **Carissa Hansen, Senior Facilities Engineer
Kevin Dunn, Senior Foreman Construction
Chase Davis, Strategic Sourcing Specialist
Adam Beck, VP of Midstream Engineering and Construction
Brent Ellis, Director of Engineering
Ryan Aubuchon, Supervisor of Engineering**

**William Kish, Construction Superintendent
Dennis Koscho, Pipeline Construction Manager
Cory Strennen, Senior Facilities Engineer
Aston Ring, Electrical Construction Foreman**

INTERROGATORY NO. 3. Please describe the process of Orbital's Project design from when Orbital was first contacted to design the Project, through design submissions, until Orbital's role on the Project concluded. A responsive answer should include, but is not limited to, an analysis of the requested design, the schedule for designing the Project, a description of any significant design setbacks incurred by CNX or Orbital, whether this Project was ready to submit requests for proposal between October and December 2018, why the final drawing was not submitted until June 7, 2019, and why project designs were changed throughout the project.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to any directive from Defendant as to how CNX must answer the Interrogatory.

Subject to and without waiving the foregoing objections, Orbital was selected on April 11, 2018 as the engineering firm to design the expansion of the Morris Compressor Station. From the time of the selection of Orbital, CNX worked with Orbital and oversaw the preparation of drawings for each aspect of the expansion of the Morris Compressor Station. Orbital issued 30% design drawings on August 6, 2018 and Orbital issued 60% drawings on September 20, 2018. Orbital issued 90% drawings on September 20, 2018. As construction of the expansion of the Morris Compressor Station progressed, Orbital would issue updated drawings as needed and as requested by CNX as well as ACS. By way of further response, see transmittals from Orbital to CNX produced herewith.

INTERROGATORY NO. 4. Please explain how CNX determined the status and percentage of IFC or P&ID drawings described as 60% complete on or about October 4, 2018 and later described as 90% complete on or about October 26, 2018. Please clarify the discrepancy between these percentages and the 80% complete estimate by Orbital Engineering on or about December 11, 2018.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to any directive from Defendant as to how CNX must answer the Interrogatory.

Subject to and without waiving the foregoing objections, for drawings package to be determined a certain percentage complete, CNX uses the following guidelines:

- Drawings are considered 30% complete at the General Arrangement stage and after a first pass at P&ID drawings based on initial equipment designs;
- Drawings are considered 60% complete when P&ID drawings are issued for review and substantial mechanical and civil 3D model and drawings. Most major equipment drawings are IFC at this point.
- Drawings are considered 90% complete when P&ID drawings and 3D model and drawing package are mostly unchanging. At 90% complete, CNX conducts a PHA to determine if any safety related design changes are required. A first round of electrical drawings are available at this time with final drawings at IFC. The largest changes would be electrical at this point and detailed designs based on the P&IDs.

By way of further response, the scope of work for ACS and Orbital on the Project was different. Orbital's scope of work included a control room building, arc flash study and bulk storage tanks, but these items were not in the scope of work for ACS. The percentage of work complete by Orbital is subjective based upon PM meetings with the Project team and based upon remaining deliverables along with the percentage spent. Further, the December 11, 2018 update provided by Orbital noted changes to the nozzles on the storage tanks with significant piping updates, however, CNX was able to reuse most of the pipe from the existing tank battery which removed fabrication work from ACS' scope of work.

INTERROGATORY NO. 5. Please identify every change to the project designs that occurred after October 26, 2018. For purposes of this question, if multiple changes are made to one page of design drawings, CNX may treat the entire page as one change, unless itemized changes are needed for clarity. For each change:

- (a) identify who ordered the design (i.e. CNX or Orbital Engineering, Inc.);
- (b) describe why the design was changed;
- (c) quantify the change in terms of material (i.e. lineal feet of pipe, number of instruments, etc.);
- (d) identify if Orbital indicated the change was out of scope; and
- (e) identify if CNX considers the change out of scope.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to any directive from Defendant as to how CNX must answer the Interrogatory.

Subject to and without waiving the foregoing objections, in lieu of a response, CNX directs ACS to the design drawings, the NOT IN CONTRACT LOG and Request for Change Order Nos. 1 and 2 prepared by ACS.

INTERROGATORY NO. 6. Describe how the document listed as Exhibit A to the Complaint was executed by the Parties, identify whether any signed copy exists, and indicate the exact location of any language in Exhibit A itself which states there is a not to exceed (“NTE”) price, a cap on the project price, a lump sum figure, a guaranteed maximum price, or other restriction on the total amount this project would cost. For purposes of this question, please exclude any documents incorporated by reference under Exhibit A, Article 2.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to any directive from Defendant as to how CNX must answer the Interrogatory.

Subject to and without waiving the foregoing objections, the Purchase Order was issued by CNX to ACS via HUBWOO on December 5, 2018 at 9:56 p.m. See document from HUBWOO memorializing this fact produced herewith at Bates No. CNX 049077. Pursuant to the “explicit” terms of the Purchase Order, if ACS received the Purchase Order through HUBWOO, which it did, the Purchase Order could only be accepted by ACS by sending the Purchase Order back to CNX via HUBWOO. As required by the Purchase Order, ACS accepted the Purchase Order by sending it back to CNX via HUBWOO on December 21, 2018 at 3:30 p.m. See attached document from HUBWOO memorializing this fact produced herewith at Bates No. CNX 049077. Pursuant to the “explicit” terms of the Purchase Order, the offer and acceptance of the Purchase Order was effectuated by electronic transmission via HUBWOO. There was no requirement or relevance to “signing” the Purchase Order. Further, the Purchase Order does not explicitly state that there is a Not To Exceed price on this Project. In this regard, Article 4 of the Purchase Order sets forth a lump sum budget for the Project of \$12,418,545. Pursuant to Article 2 of the Purchase Order, CNXM RFP questions dated November 5, 2018 are “explicitly” incorporated into the Purchase Order. The CNXM RFP question dated November 5, 2018 “explicitly” provides that the Purchase Order is a time and materials contract with a Not To Exceed amount based upon the lump sum budget submitted by ACS.

INTERROGATORY NO. 7. Please detail any response from CNX or CNX personnel to Jim Glass’s conditional requirement in a November 7, 2018 email that ACS needs 100% complete drawings or drawings that “CNX is will[ing] to accept as 100% for purposes of establishing a firm price on.” Indicate whether 100% drawings were supplied by CNX or whether CNX accepted the “90% complete” drawings it uploaded on October 26, 2018 as 100% complete for purposes of establishing a “firm price.”

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, misleading, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, CNX never requested and ACS never supplied a firm price for this Project. As stated in the Contract, this Project was bid on a T&M basis with a Not to Exceed price.

INTERROGATORY NO. 8. Please describe why the Project was not awarded on November 11, 2018, why CNX requested revised bids, and what changes CNX made or requested contractors make to lower the revised bids from the original submission.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, bids for the Project were due on November 6, 2018 and the Project was to be awarded on November 9, 2018. The Project was not awarded on November 9, 2018, because CNX asked contractors what additional information was needed to clarify the Project. CNX also took time to meet with some of the subcontractors that contractors were proposing to use on the Project. Further, updated drawings for the Project were issued on November 13, 2018 and November 15, 2018. CNX did not request that bidders lower their bids, but instead, CNX requested that bidders revise their bids based upon the updated drawings.

INTERROGATORY NO. 9. Please describe why CNX submitted Project payments to ACS on a T&M basis and also accepted ACS's invoice support on a T&M basis.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, CNX submitted Project payments to ACS on a T&M basis and also accepted ACS' invoice support on a T&M basis, because it was in accordance with the terms of the Contract. The basis of the Contract between the parties was for the Contract to be billed on a T&M basis with a Not To Exceed price. Pursuant to the terms of the Contract, ACS could invoice CNX on a T&M basis up to the Not To Exceed price.

INTERROGATORY NO. 10. Please state if CNX agrees that ACS spent at least \$19,578,615.76 on the Project, and if not, what CNX alleges is the actual Project cost and where CNX believes the differences are.

ANSWER: CNX objects to this Interrogatory as vague, ambiguous and seeking a legal conclusion and expert opinion from CNX.

INTERROGATORY NO. 11. Please quantify the amount of material bid on the project and the amount of material installed on the project. If you disagree with the figures presented in ACS's mediation statement Table 1, please identify the basis for your disagreement.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to any directive from Defendant as to how CNX must answer the Interrogatory.

Subject to and without waiving the foregoing objections, the amount of the material bid on the project was set forth in the drawings package and the amount of materials to be installed on the project was set forth in the Purchase Order and Change Orders. Further, the information sought by ACS is in its possession in its bid and its invoices. ACS should be aware of the amount of its material bid on the project and the amount of the material installed on the project. Further, discovery is ongoing. CNX will supplement its Answer to this Interrogatory to extent necessary in accordance with the Federal Rules of Civil Procedure and the Local Rules for the U.S. District Court for the Western District of Pennsylvania.

INTERROGATORY NO. 12. Please identify every occasion where material or equipment were delayed from reaching the site because CNX did not have the necessary permits. (e.g. certain compressors could not cross the state line until CNX obtained the adequate permit.). Quantify the amount of days it took to resolve this occurrence.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to any directive from Defendant as to how CNX must answer the Interrogatory.

Subject to and without waiving the foregoing objections, CNX is only aware of the transport of two coolers to the Morris Station was delayed over one weekend, because of a permitting issue preventing the coolers from crossing the state line. Two other coolers to be installed at the Morris Station were stored offsite, because at the time of delivery, ACS was not prepared to install the coolers so any delay resulting from transport was inconsequential.

INTERROGATORY NO. 13. Please identify every occasion where material or labor that was supposed to be provided by CNX was delayed from reaching the site or inaccessible on site.

ANSWER: CNX objects to this Interrogatory as overly broad, vague, ambiguous, unduly burdensome, not reasonably limited in time or scope, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, CNX does not agree that any delay of material or labor to the construction site occurred due to the actions or omissions of CNX which affected ACS. By way of further response, the dehydration package was delayed, but such delay was communicated to ACS and there was no effect to ACS as ACS was focused on the completion of the new tank farm so ACS could install certain compressors at the site.

INTERROGATORY NO. 16. Please identify when and why Kevin Dunn was removed from the Project.

ANSWER: CNX objects to this Interrogatory as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Kevin Dunn was reassigned from the Project so that CNX could utilize Kevin Dunn on a different CNX project.

INTERROGATORY NO. 17. Please state why CNX directed ACS to withhold any change order or financial requests to submit as one final change order because CNX on-site personnel represented to ACS that CNX's field team could only go back to CNX's operational or financial team to request one (1) more monetary request.

ANSWER: CNX objects to this Interrogatory to as overly broad, vague, ambiguous, as seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to the extent the term "financial requests" is undefined and identity of "CNX's field team" is not identified by ACS.

Subject to and without waiving the foregoing objections, CNX denies that it directed ACS to withhold any change order or financial request. During the course of ACS's work on the Project, it submitted Requests for Change Orders based upon ACS's assertion that the actual scope-of-work for the Project was more extensive than the scope-of-work required by the Purchase Order. ACS submitted these requests for change order prior to performing the work as required by Article 10 of the Purchase Order. CNX agreed that certain of the Requests for Change Order submitted by ACS related to work that was outside of the scope-of-work of the Purchase Order. CNX signed off on these Requests for Change Orders. CNX agreed that these Requests for Change Orders would be billed by ACS on a T&M basis. ACS and CNX kept track of these Requests for Change Orders on a "Not In Contract" log. Ultimately, CNX and ACS agreed that ACS performed work that was beyond the scope-of-work of the Purchase Order. In this regard, CNX issued Change Orders Nos. 1 and 2 to the Purchase Order.

INTERROGATORY NO. 18. Please describe CNX's audit process on the Project in terms of:

- (a) What individuals were actively involved;
- (b) What information was reviewed;
- (c) What the findings of the audit process revealed;
- (d) What the total Project cost supported by the audit was; and
- (e) Whether the audit process verified that ACS's process for assembling invoices (regardless of figures) was a supportable and recreatable process.

ANSWER: CNX objects to this Interrogatory as the term "audit process" is undefined.

Subject to and without waiving the foregoing objections, an audit was not performed. CNX personnel reviewed the invoices submitted by ACS as a part of internal review of the Project. The review did not reach a conclusion regarding a comparison of the projected costs of the Project and actual cost of the Project or if ACS under billed CNX for any work as the Project was bid with a Not to Exceed price.

INTERROGATORY NO. 19. Please identify every expert or consultant CNX has used or will use on the Project or this lawsuit. Identify the individual's contact information, field of specialty, CV, any report generated, and if CNX intends for this individual to testify at trial.

ANSWER: CNX has not yet made this trial determination. CNX will supplement its Answer to this Interrogatory in accordance with local rules and Federal Rules of Civil Procedure.

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1. Please provide a copy all correspondence, contracts, reports, schedules, designs, draft designs, redlined designs, and other documents between Orbital and CNX relating to the Project.

RESPONSE: CNX objects to this Request as overly broad, vague, ambiguous, unduly burdensome, not reasonable limited in time or scope, seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to this Request to the extent it seeks information and documents which are protected from disclosure by the attorney-client privilege and/or work product doctrine.

Subject to and without waiving the foregoing objections, see documents produced with CNX's Initial Disclosures, produced previously in this matter and the documents produced herewith.

REQUEST NO. 2. Please provide all internal or external CNX correspondence relating to the following subject matters:

- (a) The status of the Project design prior to bid;
- (b) The decision to delay Project award and request revised bids;
- (c) Orbital Engineering's performance and Project;
- (d) Emergency shutdowns, accidents, explosions, near misses, and flaring on the Project;
- (e) Internal and external budgeting correspondence regarding the Project (between October 2018 and January 2020);
- (f) Change orders, invoices, and requests for payment;
- (g) Changes to project designs throughout the Project;
- (h) Additional work, out-of-scope work, work not in the original designs, and work directives;
- (i) Correspondence about the alleged NTE aspect of the Project and correspondence about the Project being purely T&M; and
- (j) The audit process and audit results.

RESPONSE: CNX objects to this Request as overly broad, vague, ambiguous, unduly burdensome, not reasonable limited in time or scope, seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to the extent this Request seeks information and documents protected from disclosure by the attorney-client privilege and/or work product doctrine. CNX further objects to the extent the terms “audit process” and “audit results” are not defined in this Request.

Subject to and without waiving the foregoing objections, see documents produced previously in this matter.

REQUEST NO. 3. Please also provide all correspondence by the following individuals that relate to the Project between project inception (prior to submitting the Project to design or requests for proposal) and present:

- (a) Kevin Dunn,
- (b) Carissa Hansen,
- (c) Chase Davis,
- (d) Todd Shumaker,
- (e) Adam Beck,
- (f) Ryan Aubuchon,
- (g) Will Kish, and
- (h) Dennis Koscho.

RESPONSE: CNX objects to this Request as overly broad, vague, ambiguous, unduly burdensome, not reasonable limited in time or scope, seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to the extent this Request seeks information and documents protected from disclosure by the attorney-client privilege and/or work product doctrine.

Subject to and without waiving the foregoing objections, see documents produced previously in this matter.

REQUEST NO. 4. Please provide all documents and information generated by CNX, at CNX's direction, or otherwise provided to CNX in relation to the audit. For purposes of this request, CNX may omit producing the documents provided by ACS.

RESPONSE: CNX objects to this Request as overly broad, vague, ambiguous, unduly burdensome, not reasonable limited in time or scope, seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. CNX further objects to the extent this Request seeks information and documents protected from disclosure by the attorney-client privilege and/or work product doctrine.

Subject to and without waiving the foregoing objections, an audit was not performed. CNX personnel reviewed the invoices submitted by ACS as a part of internal review of the Project. By way of further response, see documents produced previously in this matter.

REQUEST NO. 5. Please produce any construction or operation permits in effect between October 2018 and October 2019 on the Morris Station.

RESPONSE: See General Operating Permit produced herewith at Bates Nos. CNX 048967-049000.

REQUEST NO. 6. Please provide the full expert file of any expert you retained in this matter.

RESPONSE: CNX has not yet made this trial determination. CNX will supplement its Response to this Request for Production in accordance with local rules and Federal Rules of Civil Procedure.

REQUEST NO. 7. Please provide all photographs, videotapes, or other visual or audio recordings, which CNX may have of the Project that it intends to use to support its claims or defend against ACS's claims.

RESPONSE: CNX has not yet made this trial determination and CNX will supplement its Response in accordance with the Federal Rules of Civil Procedure and local rules.

REQUEST NO. 8. Please produce all relevant documents, files, or recordings of all emergency shutdowns, explosions, accidents, incidents, near miss, flaring, citations, notices of violation, and safety violations that occurred at the Morris Station between October 2018 and October 2019.

RESPONSE: CNX objects to this Request as overly broad, vague, ambiguous, unduly burdensome, not reasonable limited in time or scope, seeking information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, see ESD sheet produced herewith.

REQUEST NO. 9. Please provide any written or recorded statements in your possession, custody, or control, or taken on your behalf, from any person with knowledge of the facts surrounding the Project or ACS's demand for payment related to the Project.

RESPONSE: None.

REQUEST NO. 10. Please produce any document, item, correspondence, or other tangible thing that CNX relied upon to answer these Discovery Requests, or otherwise referenced or alluded to in its Answers/Responses.

RESPONSE: See CNX's Answers to Interrogatories and Responses to Requests for Production of Documents.

RESPONSE TO REQUEST FOR ADMISSIONS

REQUEST NO. 1. Please admit that Exhibit A to CNX's Complaint does not explicitly state there is an NTE price on this Project.

RESPONSE: Denied. To the contrary, initially, Exhibit A to CNX's Complaint is a version of the Purchase Order that was a printed version of the electronic version that was referenced for ease of reading. It is denied that the Purchase Order does not explicitly state that there is a Not To Exceed price on this Project. In this regard, Article 4 of the Purchase Order sets forth a lump sum budget for the Project of \$12,418,545. Further,

pursuant to Article 2 of the Purchase Order, CNXM RFP questions dated November 5, 2018 are “explicitly” incorporated into the Purchase Order. The CNXM RFP question dated November 5, 2018 “explicitly” provides that the Purchase Order is a time and materials contract with a Not To Exceed amount based upon the lump sum budget submitted by ACS.

REQUEST NO. 2. Please admit that neither CNX nor ACS ever signed the document identified as Exhibit A to CNX’s Complaint.

RESPONSE: Plaintiff objects to this Request on the basis that it is misleading and assumes a fact not proven to be true.

Subject to and without waiving the foregoing objections, the Request is denied. By way of further response, the Purchase Order was issued by CNX to ACS via HUBWOO on December 5, 2018 at 9:56 p.m. Produced herewith at Bates No. CNX 049077 is a document from HUBWOO memorializing this fact. Pursuant to the “explicit” terms of the Purchase Order, if ACS received the Purchase Order through HUBWOO, which it did, the Purchase Order could only be accepted by ACS by sending the Purchase Order back to CNX via HUBWOO. As required by the Purchase Order, ACS accepted the Purchase Order by sending it back to CNX via HUBWOO on December 21, 2018 at 3:30 p.m. Produced herewith at Bates No. CNX 049077 is a document from HUBWOO memorializing this fact. Pursuant to the “explicit” terms of the Purchase Order, the offer and acceptance of the Purchase Order was effectuated by electronic transmission via HUBWOO. There was no requirement or relevance to “signing” the Purchase Order.

REQUEST NO. 3. Please admit that Exhibit A to CNX’s Complaint contains its own Exhibit A titled “Cost Breakdown of Project Scope of Work” which contains line item 3.9 “Field Hydro Testing.”

RESPONSE: It is admitted that Exhibit A to CNX’s Complaint and the printout of the exact version of the Purchase Order contains an Exhibit A entitled “Cost Breakdown of the Project Scope-of-Work” which contains a line 3.9 “Field Hydro Testing.” Any remaining averments or averments to the contrary are denied.

REQUEST NO. 4. Please admit that the aforementioned Exhibit A line item 3.9 “Field Hydro Testing” references that the Project’s hydro testing was proposed to be performed in the field.

RESPONSE: It is admitted that Exhibit A to CNX’s Complaint and the printout of the exact version of the Purchase Order at line 3.9 states “Field Hydro Testing.” By way of further response, Field Hydro Testing was never proposed or accepted as testing the pipe in the racks. This method of testing is dangerous to other installed pipes that could actually explode the racks itself. Field-testing involves testing the pipe on the site but not in the racks. Any remaining averments or averments to the contrary are denied as stated.

REQUEST NO. 5. Please admit that Exhibit A to CNX’s Complaint contains its own Exhibit A titled “Cost Breakdown of Project Scope of Work” which contains line items that include the suffix “LS 1” which stands for lump sum.

RESPONSE: It is admitted that Exhibit A to CNX’s Complaint and the printout of the exact version of the Purchase Order contains the letters LS1 which is intended to represent “lump sum.” Any remaining averments or averments to the contrary are denied as stated.

REQUEST NO. 6. Please admit CNX uploaded a spreadsheet titled “CNX Midstream – Schedule of Values” to its Hubawoo system for contractors to complete as part of their proposal, and this spreadsheet is incorporated into that Exhibit A to CNX’s Complaint’s own Exhibit A titled “Cost Breakdown of Project Scope of Work.”

RESPONSE: It is admitted that CNX placed a Schedule of Values for the Project on HUBWOO and that the Schedule of Values with dollar amounts provided by ACS is contained as Exhibit A to Exhibit A to CNX’s Complaint and the exact version of the Purchase Order. Any remaining averments or averments to the contrary are denied.

REQUEST NO. 7. Please admit that the spreadsheet titled “CNX Midstream – Schedule of Values” that CNX uploaded to its Hubawoo system for Contractor’s to complete as part of their proposal contained line item 3.9 “field hydro testing” and the spreadsheet’s line items

are either on a lump sum basis or quantified by “each” occurrence necessary, but not by manhour.

RESPONSE: It is admitted that Exhibit A to CNX’s Complaint and the exact version of the Purchase Order at item 3.9 provides for a “lump sum number” or “each.” However, it is denied that Line 3.9 provides that this line item is not to be billed on a man-hour basis. In this regard, pursuant to the Purchase Order, all items on the Schedule of Values were to be bid on a T&M basis with an amount not to exceed placed on the Schedule of Values. This requirement is “explicitly” provided in the Purchase Order that “explicitly” incorporates the CNXM RFP questions dated November 5, 2018. In this document it is “explicit” that the Schedule of Values is to be completed on a “T&M not to exceed” basis. Any remaining averments or averments to the contrary are denied.

REQUEST NO. 8. Please admit that through this aforementioned spreadsheet, CNX requested bids at lump sum pricing for purposes of comparing bids, but the project would be performed on a T&M basis (with or without an NTE component).

RESPONSE: See Response to Request for Admission No. 7.

REQUEST NO. 9. Please admit that ACS submitted a “Schedule of Equipment and Labor Rates” on or about November 11, 2018 as part of its original proposal, and this “Schedule of Equipment and Labor Rates” described how certain items would be billed.

RESPONSE: Denied. To the contrary, ACS submitted its original proposal for the Project on November 6, 2018. ACS also submitted a schedule of T&M rates for labor and equipment.

REQUEST NO. 10. Please admit that ACS again submitted the “Schedule of Equipment and Labor Rates” on or about November 30, 2018 – prior to CNX awarding the project.

RESPONSE: Upon information and belief, it is admitted that ACS submitted a schedule of T&M rates for labor and equipment on November 30, 2018. Any remaining averments or averments to the contrary are denied.

REQUEST NO. 11. Please admit that CNX accepted this “Schedule of Equipment and Labor Rates” and T&M items should be billed under these rates.

RESPONSE: Admitted.

REQUEST NO. 12. Please admit that CNX would not approve the original Project proposals due to the cost, so CNX’s Project specific personnel requested that all or certain contractors reduce their bid for purposes of getting CNX to approve a lower amount for the same project.

RESPONSE: Denied. To the contrary, CNX requested contractors to submit revised bids based upon the updated drawings provided to contractors on November 13, 2018 and November 18, 2018.

REQUEST NO. 13. Please admit that the Project drawings were not 90% designed when CNX accepted ACS’s Project proposal on or about November 20, 2018.

RESPONSE: Denied. To the contrary, all bidders were aware of that the Project design was not 100% complete as of the date of the bid submittal. In this matter, an estimate regarding the level of completion of the design at the time of bid was 90%. Irrespective of the actual percent complete of the Project design upon which ACS’s bid was based, the lump sum Not To Exceed number submitted by ACS was based upon the design completion as it existed as of the date of its bid. To the extent that the further development of the design of the Project subsequent to ACS’s bid resulted in an increased scope-of-work for the Project, the Purchase Order at Article 10 provided for the Not To Exceed number to be increased by change order to pay for the additional work required of ACS as the result of further development of the Project design following submission of its bid.

REQUEST NO. 14. Please admit that CNX knew the Project was not 90% designed when CNX uploaded what CNX represented were 90% complete drawings to the Hubawoo system on or about October 26, 2018.

RESPONSE: See Response to Request for Admission No. 13.

REQUEST NO. 15. Please admit that prior to project award on or about November 30, 2018, Orbital told CNX that the Project designs were not 90% complete.

RESPONSE: CNX objects to this Request as vague, ambiguous, overly broad and lacking the requisite specificity for CNX to respond. Therefore, CNX is unable to admit or deny the Request.

REQUEST NO. 16. Please admit that any work not included in the drawings as they existed on or about November 26, 2018 (when ACS submitted its revised Project proposal) is out-of-scope work.

RESPONSE: See Response to Request for Admission No. 13.

REQUEST NO. 17. Please admit that the decision to delay the Project beginning from December 2018 to early 2019 was prudent due to incomplete Project designs and the winter season.

RESPONSE: CNX objects to this Request as it seeks an opinion from CNX.

Subject to and without waiving the foregoing objection, the Request is denied.

REQUEST NO. 18. Please admit that ACS informed CNX that ACS was waiting to begin the Project until it had more complete Project designs, and CNX later requested ACS to begin the Project despite incomplete designs.

RESPONSE: Denied.

REQUEST NO. 19. Please admit that the Project designs that were submitted contained deficiencies, such as inaccurate measurements and pipe sizes, that required ACS to make changes to the design to ensure the Project was built as intended.

RESPONSE: See Response to Requests for Admission No. 13.

REQUEST NO. 20. Please admit the Project designs were delivered late throughout the entire project.

RESPONSE: CNX objects to this Request as vague, ambiguous, overly broad and not reasonably specific in terms of time and scope. As a result, CNX is unable to admit or deny this request at this time.

REQUEST NO. 21. Please admit that ACS could not complete the Project prior to June 1, 2019 because the final drawing was delivered to ACS on June 7, 2019.

RESPONSE: Denied as stated. To the contrary, CNX agreed to extension of time to July to allow for ACS' completion of Phase I the Project.

REQUEST NO. 22. Please admit that in January 2020, ACS demonstrated approximately 120 pages of changed drawings to CNX in a presentation.

RESPONSE: CNX objects to this Request as vague, ambiguous and as referring to an unspecified presentation and unidentified purported pages of drawings which are not further defined in the Request. Therefore, CNX is unable to admit or deny the Request.

REQUEST NO. 23. Please admit that multiple emergency shutdowns caused ACS to incur delays when forced to evacuate the Project site – at no fault to ACS.

RESPONSE: Denied. To the contrary, CNX does not have any knowledge as to what caused ACS to incur unacceptable delays.

REQUEST NO. 24. Please admit that CNX directed ACS to perform out-of-scope or additional work.

RESPONSE: Admitted.

REQUEST NO. 25. Please admit that CNX directed ACS to perform additional work on multiple occasions based on the representation that ACS would be compensated on a T&M basis, so a formal change order was not necessary.

RESPONSE: It is admitted that during the course of ACS's work on the Project, it submitted Requests for Change Orders to CNX based upon ACS's assertion that the actual scope-of-work for the Project was more extensive than the scope-of-work required by the Purchase Order. ACS submitted these Requests for Change Orders prior to performing the work as required by Article 10 of the Purchase Order. CNX agreed that certain of the Requests for Change Orders submitted by ACS related to work that was outside of the scope-of-work of the Purchase Order. CNX signed off on the Requests for Change Orders. CNX agreed that these Requests for Change Orders would be billed by ACS on a T&M basis. ACS and CNX kept tracked of these Requests for Change Orders on a "Not in Contract" log. Ultimately, CNX and ACS agreed that ACS performed work beyond the scope-of-work of the Purchase Order. In this regard, CNX issued Change Order Nos. 1 and 2 to the Purchase Order. Any remaining averments or averments to the contrary are denied.

REQUEST NO. 26. Please admit that Kevin Dunn had the authority to bind CNX to directives given to ACS on site.

RESPONSE: It is admitted that Kevin Dunn had authority to agree to change orders on the Project. Any remaining averments or averments to the contrary are denied.

REQUEST NO. 27. Please admit that CNX is bound to compensate ACS for additional or out-of-scope worked that Kevin Dunn directed ACS to perform.

RESPONSE: See Response to Request for Admission No. 25.

REQUEST NO. 28. Please admit that CNX directed ACS to increase its manpower on site and increase the number of shifts ACS worked.

RESPONSE: It is admitted that at times CNX requested ACS to provide more manpower and shifts for the Project. By way of further response, Jim Glass of ACS stated that such request would shift ACS' manpower curve, but not affect overall man hours for the Project. Any remaining averments or averments to the contrary are denied.

REQUEST NO. 29. Please admit that CNX paid multiple invoices or requests for payment on a T&M basis.

RESPONSE: See Response to Request for Admission No. 25.

REQUEST NO. 30. Please admit that CNX never warned ACS that the Project was approaching or exceeded an alleged NTE price until after the fact.

RESPONSE: CNX admits that it never warned ACS that the Project was approaching or exceeding the Not to Exceed price for the Project. By way of further response, ACS accepted a Not to Exceed price and therefore, CNX was under no obligation to track ACS's costs in completing the Project for the benefit of ACS. Any remaining averments or averments to the contrary are denied.

REQUEST NO. 31. Please admit that on or about July 24, 2019, David Larkin emailed Robin Dunn a cost at completion estimate of \$17,036,340.

RESPONSE: Admitted.

REQUEST NO. 32. Please admit that on or about August 12, 2019, David Larkin emailed Carissa Hansen a cost at completion estimate of \$18,101,790.00.

RESPONSE: Admitted.

REQUEST NO. 33. Please admit that no CNX personnel attempted to address, mitigate, control, reduce, or otherwise affect the increasing cost of this project until after the Project was completed.

RESPONSE: Denied.

REQUEST NO. 34. Please admit that the audit CNX performed revealed that ACS underbilled CNX and the project cost was actually higher than the amount previously believed.

RESPONSE: CNX objects to this Request as the term “audit” is undefined.

Subject to and without waiving the foregoing objection, the Request is denied. To the contrary, an audit was not performed. CNX personnel reviewed the invoices submitted by ACS as a part of internal review of the Project. The review did not reach a conclusion regarding a comparison of the projected costs of the Project and actual cost of the Project or if ACS under billed CNX for any work as the Project was bid with a not to exceed price.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: /s/ William D. Clifford
William D. Clifford, Esquire
PA I.D. #34959
Gregory C. Michaels, Esquire
PA I.D. #205948

DICKIE, McCAMEY & CHILCOTE, P.C.
Firm #067
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402
412-281-7272
Counsel for Plaintiff
CNX Midstream DEVCO I, LP

VERIFICATION

I, Carissa Hansen, am authorized to execute this Verification on behalf of CNX Midstream DEVCO I, LP and has knowledge of the matters set forth in the foregoing Plaintiff CNX Midstream DEVCO I, LP's Answers to Interrogatories and Responses to Request for Admissions and verifies that the same are true and accurate to the best of my information and belief, and that to the extent the matters set forth in said answers and response are based upon information and belief, and believe the answers and response to be true and accurate to the best of my knowledge.

I verify under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink that reads "Carissa Hansen". The signature is written in a cursive, flowing style.

Carissa Hansen

DATED: 1-29-2021

CERTIFICATE OF SERVICE

I, William D. Clifford, Esquire, hereby certify that a true and accurate copy of the foregoing ***Answers and Responses to Defendant's First Set of Interrogatories, Requests for Production of Documents, and Requests for Admission*** has been served this 3rd day of February, 2021, via electronic mail.

Christopher A. Brumley, Esquire
Evans S. Aldridge, Esquire
Flaherty Sensabaugh Bonasso PLLC
200 Capital Street, P.O. Box 3843
Charleston, WV 25338

DICKIE, McCAMEY & CHILCOTE, P.C.

By /s/ William D. Clifford
William D. Clifford, Esquire
PA I.D. #34959
Gregory C. Michaels, Esquire
PA I.D. #205948

Attorneys for Plaintiff
CNX Midstream DEVCO I, LP